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code of federal regulations

Agriculture

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7

PARTS 46 TO 51
Revised as of January 1, 1986
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THE NATIONAL ARCHIVES OF THE UNITED STATES
1934

code of federal regulations

Agriculture

7

PARTS 46 TO 51

Revised as of January 1, 1986

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Explanation

The Code of Federal Regulations is a codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government. The Code is divided into 50 titles which represent broad areas subject to Federal regulation. Each title is divided into chapters which usually bear the name of the issuing agency. Each chapter is further subdivided into parts covering specific regulatory areas.

ISSUE DATES

Each volume of the Code is revised at least once each calendar year and issued on a quarterly basis approximately as follows:

Title 1 through Title 16	as of January 1
Title 17 through Title 27	as of April 1
Title 28 through Title 41	as of July 1
Title 42 through Title 50	as of October 1

The appropriate revision date is printed on the cover of each volume.

LEGAL STATUS

The contents of the Federal Register are required to be judicially noticed (44 U.S.C. 1507). The Code of Federal Regulations is prima facie evidence of the text of the original documents (44 U.S.C. 1510).

HOW TO USE THE CODE OF FEDERAL REGULATIONS

The Code of Federal Regulations is kept up to date by the individual issues of the Federal Register. These two publications must be used together to determine the latest version of any given rule.

To determine whether a Code volume has been amended since its revision date (in this case, January 1, 1986), consult the "List of CFR Sections Affected (LSA)," which is issued monthly, and the "Cumulative List of Parts Affected," which appears in the Reader Aids section of the daily Federal Register. These two lists will identify the Federal Register page number of the latest amendment of any given rule.

EFFECTIVE AND EXPIRATION DATES

Each volume of the Code contains amendments published in the Federal Register since the last revision of that volume of the Code. Source citations for the regulations are referred to by volume number and page number of the Federal Register and date of publication. Publication dates and effective dates are usually not the same and care must be exercised by the user in determining the actual effective date. In instances where the effective date is beyond the cut-off date for the Code a note has been inserted to reflect the future effective date. In those instances where a regulation published in the Federal Register states a date certain for expiration, an appropriate note will be inserted following the text.

OMB CONTROL NUMBERS

The Paperwork Reduction Act of 1980 (Pub. L. 96-511) requires Federal agencies to display an OMB control number with their information collection request. Many agencies have begun publishing numerous OMB control numbers as amendments to existing regulations in the CFR. These OMB numbers are placed as close as possible to the applicable recordkeeping or reporting requirements.

OBSOLETE PROVISIONS

Provisions that become obsolete before the revision date stated on the cover of each volume are not carried. Code users may find the text of provisions in effect on a given date in the past by using the appropriate numerical list of sections affected. For the period before January 1, 1973, consult either the List of CFR Sections Affected, 1949-1963, or 1964-1972, published in three separate volumes. For the period beginning January 1, 1973, a "List of CFR Sections Affected" is published at the end of each CFR volume.

INCORPORATION BY REFERENCE

What is incorporation by reference? Incorporation by reference was established by statute and allows Federal agencies to meet the requirement to publish regulations in the Federal Register by referring to materials already published elsewhere. For an incorporation to be valid, the Director of the Federal Register must approve it. The legal effect of incorporation by reference is that the material is treated as if it were published in full in the Federal Register (5 U.S.C. 552(a)). This material, like any other properly issued regulation, has the force of law.

What is a proper incorporation by reference? The Director of the Federal Register will approve an incorporation by reference only when the requirements of 1 CFR Part 51 are met. Some of the elements on which approval is based are:

(a) The incorporation will substantially reduce the volume of material published in the Federal Register.

(b) The matter incorporated is in fact available to the extent necessary to afford fairness and uniformity in the administrative process.

(c) The incorporating document is drafted and submitted for publication in accordance with 1 CFR Part 51.

Properly approved incorporations by reference in this volume are listed in the Finding Aids at the end of this volume.

What if the material incorporated by reference cannot be found? If you have any problem locating or obtaining a copy of material listed in the Finding Aids of this volume as an approved incorporation by reference, please contact the agency that issued the regulation containing that incorporation. If, after contacting the agency, you find the material is not available, please notify the Director of the Federal Register, National Archives and Records Administration, Washington DC 20408, or call (202) 523-4534.

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CFR INDEXES AND TABULAR GUIDES

A subject index to the Code of Federal Regulations is contained in a separate volume, revised annually as of January 1, entitled CFR INDEX AND FINDING AIDS. This volume contains the Parallel Table of Statutory Authorities and Agency Rules (Table I), and Acts Requiring Publication in the Federal Register (Table III). A list of CFR Titles, Chapters, and Parts and an alphabetical list of agencies publishing in the CFR are also included in this volume.

An index to the text of Presidential documents appears at the end of each compilation of Title 3, The President.

The Federal Register Index is issued monthly in cumulative form. This index is based on a consolidation of the "Contents" entries in the daily Federal Register.

A List of CFR Sections Affected (LSA) is published monthly, keyed to the revision dates of the 50 CFR titles.

REPUBLICATION OF MATERIAL

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For a summary, legal interpretation, or other explanation of any regulation in this volume, contact the issuing agency. Inquiries concerning editing procedures and reference assistance with respect to the Code of Federal Regulations may be addressed to the Director, Office of the Federal Register, National Archives and Records Administration, Washington, D.C. 20408 (telephone 202-523-3517). Sales are handled exclusively by the Superintendent of Documents, Government Printing Office, Washington, D.C. 20402 (telephone 202-783-3238).

JOHN E. BYRNE,
Director,
Office of the Federal Register.

January 2, 1986.

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THIS TITLE

Title 7—AGRICULTURE is composed of sixteen volumes. The parts in these volumes are arranged in the following order: Parts 0-45, Parts 46-51, Part 52, Parts 53-209, Parts 210-299, Parts 300-399, Parts 400-699, Parts 700-899, Parts 900-999, Parts 1000-1059, Parts 1060-1119, Parts 1120-1199, Parts 1200-1499, Parts 1500-1899, Parts 1900-1944, Part 1945-end. The contents of these volumes represent all current regulations codified under this title of the CFR as of January 1, 1985.

An alphabetical list of U.S. standards for grades of processed fruits, vegetables and certain other products appears in the Finding Aids section of the volume containing Part 52.

The Food and Nutrition Service current regulations in the volume containing Parts 210-299, include the Child Nutrition Programs and the Food Stamp Program. The regulations of the Federal Crop Insurance Corporation are found in the volume containing Parts 400-699, and a list of counties and crops eligible for insurance appears in an appendix to § 401.101.

All marketing agreements and orders for fruits, vegetables and nuts appear in the three volumes containing Parts 900-999. All marketing agreements and orders for milk appear in the three volumes containing Parts 1000-1199. Part 900—General Regulations is carried as a note in each of the five volumes containing Parts 945-1199, and Part 1000—General Provisions of Federal Milk Marketing Orders is carried as a note in each of the two volumes containing Parts 1060-1199, as a convenience to the user.

Redesignation tables appear in the Finding Aids section of several volumes.

For this volume, John S. Ashlin was Chief Editor. The Code of Federal Regulations publication program is under the direction of Martha B. Girard, assisted by Robert E. Jordan.

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Title 7—Agriculture

(This book contains Parts 46 to 51)

Part

SUBTITLE B—REGULATIONS OF THE DEPARTMENT OF AGRICULTURE (Continued):

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Subtitle B—Regulations of the Department of Agriculture

(Continued)

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CHAPTER I—AGRICULTURAL MARKETING SERVICE [1]

(Standards, Inspections, Marketing Practices), DEPARTMENT OF AGRICULTURE (Continued)

EDITORIAL NOTE: Nomenclature changes to Chapter I appear at 37 FR 8059, Apr. 25, 1972.

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Commodity Futures Trading Commission, see 17 CFR Chapter I.
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Customs Service, Department of the Treasury, see 19 CFR Chapter I.
Farm Credit Administration, see 12 CFR Chapter VI.
Farmers Home Administration, Department of Agriculture, see 7 CFR Chapter XVIII.
Federal Crop Insurance Corporation, Department of Agriculture, see 7 CFR Chapter IV.
Fish and Wildlife Service, Department of the Interior, see 50 CFR Chapters I and IV.
Food and Drug Administration, Department of Health and Human Services, see 21 CFR Chapter I.

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[1] Includes matters within the responsibility of the Federal Grain Inspection Service.

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Food Safety and Inspection Service, Meat and Poultry Inspection, Department of Agriculture, see 9 CFR Chapter III.
Forest Service, Department of Agriculture, see 36 CFR Chapter II.
Rural Electrification Administration, Department of Agriculture, see 7 CFR Chapter XVII.
Soil Conservation Service, Department of Agriculture, see 7 CFR Chapter VI.
United States International Trade Commission, see 19 CFR Chapter II.

NOTE: Other regulations issued by the Department of Agriculture appear in Chapters II to XXXIV of Title 7, Chapters I to III of Title 9, and Chapter II of Title 36.

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SUBCHAPTER B—MARKETING OF PERISHABLE AGRICULTURAL COMMODITIES

PART 46—REGULATIONS (OTHER THAN RULES OF PRACTICE) UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT, 1930

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AUTHORITY: Sec. 15, 46 Stat. 537; 7 U.S.C. 499*o*, unless otherwise noted.

SOURCE: 28 FR 7067, July 11, 1963; 28 FR 7287, July 17, 1963, unless otherwise noted.

DEFINITIONS

§ 46.1 Words in singular form.

Words in this part in the singular form shall be deemed to import the plural, and vice versa, as the case may demand.

§ 46.2 Definitions.

The terms defined in the first section of the Act shall have the same meaning as stated therein. Unless otherwise defined, the following terms whether used in the regulations, in the Act, or in the trade shall be construed as follows:

(a) "Act" means the Perishable Agricultural Commodities Act, 1930, approved June 10, 1930, and legislation supplementary thereto and amendatory thereof (46 Stat. 531; 7 U.S.C. 499a-499r).

CROSS REFERENCE: For Rules of Practice under the Act, see Part 47 of this chapter.

(b) "Department" means the United States Department of Agriculture.

(c) "Secretary" means the Secretary of Agriculture of the United States, or any officer or employee of the Department to whom authority has heretofore been delegated, or to whom authority may hereafter be delegated, to act in his stead.

(d) "Service" means the Agricultural Marketing Service, United States Department of Agriculture.

(e) "Deputy Administrator" means the Deputy Administrator, Regulatory Programs, of the Consumer and Marketing Service, or any officer or employee of the Service, to whom authority has heretofore lawfully been delegated, or to whom authority may hereafter lawfully be delegated, to act in his stead.

(f) "Division" means the Fruit and Vegetable Division of the Service.

(g) "Director" means the Director of the Division or any officer or employee of the Division to whom authority has heretofore lawfully been delegated, or to whom authority may hereafter lawfully be delegated, by the Director to act in his stead.

(h) "In commerce" means interstate or foreign commerce as defined in paragraphs (3) and (8) of the first section of the Act.

(i) "Person" means any individual, partnership, corporation, association, or separate legal entity.

(j) "Retailer" means a person engaged in the business of selling to consumers only.

(k) "Firm" means any person engaged in business as a commission merchant, dealer, or broker.

(l) "Licensee" means any firm who holds an unrevoked and valid unsuspended license issued under the Act.

(m) "Dealer" means any person engaged in the business of buying or selling in wholesale or jobbing quantities in commerce and includes:

(1) Jobbers, distributors and other wholesalers;

(2) Retailers, when the invoice cost of all purchases of produce exceeds $230,000 during a calendar year. In computing dollar volume, all purchases of fresh and frozen fruits and vegetables are to be counted, without regard to quantity involved in a transaction or whether the transaction was intrastate, interstate or foreign commerce;

(3) Growers who market produce grown by others.

(4) The term "dealer" does not include persons buying produce, other than potatoes, for canning and/or processing within the State where grown, whether or not the canned or processed product is to be shipped in interstate or foreign commerce, unless such product is frozen, or packed in ice, or consists of cherries in brine.

(n) "Broker" means any person engaged in the business of negotiating sales and purchases of produce in commerce for or on behalf of the vendor or the purchaser, respectively, except that no person shall be deemed to be a "broker" within the meaning of the Act if such person is an independent agent negotiating sales for or on behalf of the vendor and if the only sales of such commodities negotiated by such person are sales of frozen fruits and vegetables having an invoice value not in excess of $230,000 in any calendar year.

(o) "Shipper" means any person operating at shipping point who is engaged in the business of purchasing produce from growers or others and distributing such produce in commerce by resale or other methods, or who handles such produce on joint account with others.

(p) "Grower" means any person who raises produce for marketing.

(q) "Growers' agent" means any person operating at shipping point who sells or distributes produce in commerce for or on behalf of growers or others and whose operations may include the planting, harvesting, grading, packing, and furnishing containers, supplies, or other services.

(r) "Receiving market commission merchant" means any person operating on a receiving market who is engaged in the business of receiving produce in commerce for sale, on commission, for or on behalf of another.

(s) "Joint account transaction" means a produce transaction in commerce in which two or more persons participate under a limited joint venture arrangement whereby they agree to share in a prescribed manner the costs, profits, or losses resulting from such transaction.

(t) "Produce" means any perishable agricultural commodity, as defined in paragraph (4) of the first section of the Act.

(u) "Fresh fruits and fresh vegetables" include all produce in fresh form generally considered as perishable fruits and vegetables, whether or not packed in ice or held in common or cold storage, but does not include those perishable fruits and vegetables which have been manufactured into articles of food of a different kind or character. The effects of the following operations shall not be considered as changing a commodity into a food of a different kind or character: Water or steam blanching, chopping, color adding, curing, cutting, dicing, drying for the removal of surface moisture; fumigating, gassing, heating for insect control, ripening and coloring; removal of seed, pits, stems, calyx, husk, pods, rind, skin, peel, et cetera; polishing, precooling, refrigerating, shredding, slicing, trimming, washing with or without chemicals; waxing, adding of sugar or other sweetening agents; adding ascorbic acid or other agents used to retard oxidation; mixing of several kinds of sliced, chopped, or diced fruits or vegetables for packaging in any type of containers; or comparable methods of preparation.

(v) "Frozen fruits and vegetables" include all produce defined in paragraph (u) of this section when such produce is in frozen form.

(w) "Cherries in brine" means cherries packed in an aqueous solution containing sulphur dioxide or other bleaching agent of sufficient strength to preserve the product, with or without the addition of hardening agents.

(x) "Wholesale or jobbing quantities," as used in paragraph (6) of the first section of the Act, means aggregate quantities of all types of produce totaling one ton (2,000 pounds) or more in weight in any day shipped, received, or contracted to be shipped or received.

(y) "Truly and correctly to account" means, in connection with:

(1) Consignments, to account by rendering a true and correct statement showing the date of receipt and date of final sale, the quantities sold at each price, or other disposition of the produce, and the proper, usual or specifically agreed upon selling charges and expenses properly incurred or agreed to in the handling thereof, plus any other information required by § 46.29;

(2) Joint account transactions, to account by rendering a true and correct statement showing the date of receipt and date of final sale, the quantities sold at each price or other disposition of produce, the joint account cost of the produce, and the expenses properly incurred or other charges specifically agreed to in the handling thereof, plus any other information required by § 46.29;

(3) Buying brokerage transactions, to account by rendering a true and correct itemized statement showing the cost of the produce, the expenses properly incurred, and the amount of brokerage charged.

(z) "Account promptly," except when otherwise specifically agreed upon by the parties, means rendering to the principal a true and correct accounting:

(1) In connection with buying brokerage transactions, within 24 hours after the date of shipment;

(2) In connection with consignment or joint account transactions, within 10 days after the date of final sale with respect to each shipment, or within 20 days from the date the goods are accepted at destination, whichever comes first: *Provided*, That whenever a grower's agent or shipper distributes individual lots of produce for or on behalf of others, accounting to the principal shall be made within 30 days after receipt of the shipment from the principal for sale or within 5 days after the date the agent receives payment for the goods, whichever comes first. Whenever a grower's agent or shipper harvests, packs, or distributes entire crops or multiple lots therefrom for or on behalf of others, an accounting on the initial shipment shall be rendered within 30 days after receipt of the goods for sale. Accountings for subsequent shipments shall be made at 10-day intervals from the date of the accounting for the initial shipment and a final accounting for the season shall be made to each principal within 30 days from the date the agent receives the last shipment for the season from that principal: *Provided further*, That whenever the marketing agreement between a principal and agent includes a provision for storage of goods prior to sale, the agent shall render accountings of inventory and expenses incurred to date at 30-day intervals from the date the goods are received by the agent until sales from storage begin, and *Provided further*, That nothing in the regulations in this part shall prohibit cooperative associations from accounting to their members on the basis of seasonal pools or other arrangements provided by their regulations or bylaws; and

(3) In connection with a consignment or joint account transaction, within 10 days after the date of receipt of payment of a carrier claim filed.

(aa) "Full payment promptly" is the term used in the Act in specifying the period of time for making payment without committing a violation of the Act. "Full payment promptly," for the purpose of determining violations of the Act, means:

(1) Payment of net proceeds for produce received on consignment or the pro-rata share of the net profits for produce received on joint account, within 10 days after the date of final sale with respect to each shipment, or within 20 days from the date the goods are accepted at destination, whichever comes first;

(2) Payment by growers, growers' agents, or shippers of deficits on consignments or joint account transactions, within 10 days after the day on which the accounting is received;

(3) Payment of the purchase price, brokerage, and other expenses to buying brokers who pay for the produce, within 10 days after the day on which the broker's invoice is received by the buyer;

(4) Payment of brokerage earned and other expenses in connection with produce purchased or sold, within 10 days after the day on which the broker's invoice is received by the principal;

(5) Payment for produce purchased by a buyer, within 10 days after the day on which the produce is accepted;

(6) Payment to growers, growers' agents, or shippers by terminal market agents or brokers, who are selling for the account of a grower, growers' agent, or shipper and are authorized to collect from the buyer or receiver, within 5 days after the agent or broker receives payment from the buyer or receiver;

(7) Payment to the principal, within 10 days after receipt, of net proceeds realized from a carrier claim in connection with a consignment transaction or, in connection with a joint account transaction, payment to the joint account partners of their share of the joint account net proceeds realized from a carrier claim;

(8) Payment by growers agents or shippers who distribute individual lots of produce for or on behalf of others, within 30 days after receipt of the goods from the principal for sale or within 5 days after the date the agent receives payment for the goods, whichever comes first.

(9) Whenever a grower's agent or shipper harvests, packs, or distributes

entire crops or multiple lots therefrom for or on behalf of others, payment for the initial shipment shall be made within 30 days after receipt of the goods for sale or within 5 days after the date the agent receives payment for the goods, whichever comes first. Payment for subsequent shipments shall be made at 10-day intervals from the date of the accounting for the initial shipment or within 5 days after the date the agent receives payment for the goods, whichever comes first, and final payment for the seasons shall be made to each principal within 30 days from the date the agent receives the last shipment for the season from that principal.

(10) When contracts are based on terms other than those described in these regulations, payment is due the supplier-seller within 20 days from the date of acceptance of the shipment under the terms of the contract and § 46.2(dd).

(11) Parties who elect to use different times of payment than those set forth in paragraphs (aa) (1) through (10) of this section must reduce their agreement to writing before entering into the transaction and maintain a copy of the agreement in their records. If they have so agreed, then payment within the agreed upon time shall constitute "full payment promptly", *Provided*, That the party claiming the existence of such an agreement for time of payment shall have the burden of proving it.

Nothing in the regulations in this part shall limit the seller's privilege of shipping under a closed or advise bill of lading or other arrangement requiring cash on delivery unless there has been express prior agreement to the contrary between the parties; or prohibit cooperative associations from settling with their members on the basis of seasonal pools or other arrangements provided by their regulations or bylaws. If there is a dispute concerning a transaction, the foregoing time periods for prompt payment apply only to payment of the undisputed amount.

(bb) "Reject without reasonable cause" means in connection with purchases, consignments, or joint account transactions: (1) Refusing or failing without legal justification to accept produce within a reasonable time; (2) advising the seller, shipper, or his agent that produce, complying with contract, will not be accepted; (3) indicating an intention not to accept produce through an act or failure to act inconsistent with the contract; or (4) any rejection following an act of acceptance.

(cc) "Reasonable time", as used in paragraph (bb) of this section, means:

(1) For frozen fruits and vegetables with respect to rail shipments, 48 hours after notice of arrival and the produce is made accessible for inspection, and with respect to truck shipments, not to exceed 12 hours after the receiver or a responsible representative is given notice of arrival and the produce is made accessible for inspection;

(2) For fresh fruits and vegetables with respect to rail shipments, not to exceed 24 hours after notice of arrival and the car has been placed in a location where the produce is made accessible for inspection; and with respect to truck shipments, not to exceed 8 hours after the receiver or a responsible representative is given notice of arrival and the produce is made accessible for inspection; and, with respect to boat shipments, not to exceed 24 hours after the produce is unloaded and made accessible for inspection and the receiver is given notice thereof;

(3) If, within the applicable period, the receiver cannot make a thorough inspection due to adverse weather condition or applies for but cannot obtain Federal inspection before the end of this period, and so notifies the consignor within the applicable period, the period shall be extended until weather conditions permit inspection or until Federal inspection is made, as the case may be, plus two hours after either an oral or written report of the results of such inspection is made available to the receiver; and

(4) In computing the time periods specified above, (i) for shipments arriving on non-work days or after the close of regular business hours on work days when a representative of the receiver having authority to reject shipments is not present, non-working hours preceding the start of regular

business hours on the next working day shall not be included; and (ii) for shipments arriving during regular business hours when a representative of the receiver having authority to reject shipments customarily is present, the period shall run without interruption except that, for shipments arriving less than two hours before the close of regular business hours, the unexpired balance of the time period shall be extended and run from the start of regular business hours on the next working day.

(dd) "Acceptance" means:

(1) Any act by the consignee signifying acceptance of the shipment, including diversion or unloading;

(2) Any act by the consignee which is inconsistent with the consignor's ownership, but if such act is wrongful against the consignor it is acceptance only if ratified by him; or

(3) Failure of the consignee to give notice of rejection to the consignor within a reasonable time as defined in paragraph (cc) of this section: *Provided*, That acceptance shall not affect any claim for damages because of failure of the produce to meet the terms of the contract.

(ee) "Employ" and "employment" mean any affiliation of any person with the business operations of a licensee, with or without compensation, including ownership or self-employment.

(ff) "Responsibly connected" means affiliation as individual owner, partner in a partnership, or officer, director or holder of more than 10 percent of the outstanding stock of a corporation or association.

(gg) "Branch or additional business facility," as used in section 3(b) of the Act, means an office or outlet in a location other than that of the principal or main office of a firm, out of which or through which the firm purchases, sells, negotiates contracts, solicits, or handles consignments, or otherwise contracts in perishable agricultural commodities including seasonal, part-time and full-time operations. As used in this paragraph, "branch or additional business facility" includes, but is not limited to, the following:

(1) Jobbers, wholesalers, distributors—each location through which commodities are bought, sold or otherwise contracted;

(2) Retailers—each outlet through which retail sales of commodities are made and each office which purchases commodities;

(3) Trucker/dealer—a truck is a "branch" office if the driver is authorized to buy, sell or otherwise contract for commodities on behalf of the firm;

(4) Shippers—on-the-ground representatives making purchases, sales or otherwise contracting for commodities;

(5) Brokers—each office conducting contract negotiations including on-the-ground representatives negotiating contracts for commodities;

(6) Processors—each location at which commodities are purchased, sold or contracted to be purchased or sold;

(7) Cooperatives—each operation away from the main office that has responsibility to account for proceeds received from sales of commodities; or

(8) Seasonal/part-time operations—any facility with on-the-ground representatives making purchases, sales, or otherwise contracting for commodities.

(Sec. 1, 46 Stat. 531, as amended; 7 U.S.C. 499a *et seq.*)

[28 FR 7067, July 11, 1963, as amended at 37 FR 14561, July 21, 1972; 44 FR 50575, Aug. 29, 1979; 47 FR 21234, May 18, 1982; 47 FR 47802, Oct. 28, 1982; 49 FR 45739, Nov. 20, 1984]

LICENSES

§ 46.3 License required.

(a) No person shall at any time carry on the business of a commission merchant, dealer, or broker without a license which is valid and effective at such time.

(b) Separate licenses are required for each person. More than one trade name may be used by the same person only after such trade names have been approved in writing by the Director.

(c) Joint account arrangements between two or more licensees are not considered to result in separate firms and, therefore, do not require separate licenses.

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§ 46.4 Application for license.

(a) Any person who desires to obtain a license shall make application therefor on the currently approved form to be obtained from the Director or his representatives.

(b) The applicant shall furnish the following information:

(1) Name or names in which business is conducted; place of business; mailing address; name, location and number of branches or additional business facilities, divisions or affiliates; name of firm succeeded and whether the applicant assumes responsibility of settling any complaints filed under the Act against the firm succeeded.

(2) Type of business (i.e., wholesale, retail, trucking, processing, commission merchant, or broker), and whether the fruits and/or vegetables handled are fresh or frozen, or cherries in brine.

(3) *Type of ownership.* If a corporation, applicant shall furnish: (i) The month, day and year incorporated; (ii) the State in which incorporated; (iii) the name in which incorporated, and (iv) the address of the principal office.

(4) *Full legal name, all other names used, if any, and home address of the owner.* If a partnership, the applicant shall furnish the full legal names, all other names used, if any, and home address of all partners, indicating whether general, limited or special partners; or if an association or corporation the applicant shall furnish the full legal names, all other names used, if any, and home address of all officers, directors and holders of more than 10 per centum of the outstanding stock and percentage of stock held by each such person. Minors shall also furnish the full name and home address of their guardian. If the applicant is a trust the name of the trust and full name and home address of the trustee shall be furnished.

(5) Date when first became subject to the Act. If business was conducted subject to the Act prior to the filing of an application for a license, applicant shall furnish an explanation for such violation as prescribed in section 3(a) of the Act.

(6) Whether the applicant, or in case the applicant is a partnership, any partner, or in case the applicant is an association or corporation, any officer, director, or holder of more than 10 per centum of the outstanding stock, has prior to the filing of the application:

(i) Been connected with any firm whose license is under suspension or has been revoked. If so, he shall furnish the name and address of the firm whose license is under suspension or has been revoked and the details of such connection, including the dates thereof;

(ii) Been an officer, director, stockholder, partner, or owner of a firm against which there is an unpaid reparation award under the Act. If so, he shall furnish the name and address of the firm against which the reparation was issued and the details of such connection, including the dates thereof;

(iii) Been an officer, director, stockholder, partner, or owner of a firm against which there is a pending complaint under the Act known to the applicant. If so, he shall furnish the name and address of the firm against which there is a pending complaint;

(iv) Within three years been adjudicated or discharged as a bankrupt or was an officer, director, stockholder, partner or owner of a firm adjudicated or discharged as a bankrupt. If so, he shall furnish a copy of the petition in bankruptcy, including the schedule of creditors, the date of adjudication and certificate of discharge. He shall also furnish the estimated value of produce that will be handled by the new firm during an average operating month, percentage of business that will be handled on consignment or joint account, and amount of credit that will be incurred during an average operating month to provide a basis for determining the amount of the bond required;

(v) Been convicted of one or more felonies in any State or Federal court. If so, he shall furnish the name and date of birth of the party convicted, alias if any, name, location of court and date convicted, nature of felony, sentence imposed, where and length of time served; if paroled, date parole terminated;

(vi) Ever been licensed under the Act. If so, he shall furnish the name and address of licensee and whether license is still in effect.

(7) Whether any person employed by the applicant has been responsibly connected with any firm whose license has been revoked, or is currently under suspension, or who has been found after notice and opportunity for hearing to have committed any flagrant or repeated violation of section 2 of the Act, or against whom there is an unpaid reparation award which has been issued within the past two years, subject to his right of appeal. If so, he shall furnish the full legal name of the person, the name of the firm involved, and the details of such connection, including the dates thereof.

(8) Any other information the Director deems necessary to establish the identity and eligibility of the applicant to obtain a license.

(c) The application shall be signed by the owner, all general partners, or, in case the applicant is an association or corporation, a duly authorized official.

(d) The application and fees shall be forwarded to the Director, Fruit and Vegetable Division, Agricultural Marketing Service, U.S. Department of Agriculture, Washington, D.C. 20250, or to his representative. An application which does not contain full or complete answers to all the questions, or is not properly signed, or not accompanied by the proper fee, or bond as required under paragraphs (c) and (e) of section 4 of the Act shall not be considered a valid application for license. The "period not to exceed 30 days" as prescribed in section 4(d) of the Act shall commence on the day that a valid application for license is received by the Director or his representative.

(e) If the application is incomplete, the Director may return the application to the applicant with a request that the application be completed by furnishing the missing data. If the applicant does not respond to this request within 30 days after it is mailed by the Director, the fees submitted shall be refunded.

(f) If the Director has reason to believe that the application contains inaccurate information, he may afford the applicant an opportunity to submit a corrected application or verify or explain information contained in the application. If the applicant submits a corrected application, the original application shall be considered withdrawn. If the applicant, in response to the Director's request, submits additional or corrected information for consideration in connection with his original application, the original application plus such information shall be considered as constituting a new application.

(g) Fees shall be refunded whenever an application is withdrawn without the filing of a new application.

(h) When a valid application is received and the provisions of paragraphs (b) and (c) of section 4 of the Act are applicable, the Director shall notify the applicant by letter of the pertinent provisions of this section and the reasons for denial of license and shall refund the fee.

(i) If the Director disapproves the use of a trade name which, in his opinion, is deceiving, misleading or confusing to the trade, he shall return the application to the applicant for the selection of a different trade name. If the applicant does not return the application within thirty days after it was mailed by the Director, the fees submitted shall be refunded. The "period not to exceed thirty days" as prescribed in section 4(d) of the Act shall commence on the date that the application for license under the new name is received by the Director or his representative.

[28 FR 7067, July 11, 1963; 28 FR 7287, July 17, 1963, as amended at 44 FR 50575, Aug. 29, 1979]

§ 46.5 Bonds.

Bonds prescribed in section 4(c)(6), 4(e), 8(b), and 13(b) of the Act shall be in the form of cash or surety bonds in the form and amount satisfactory to the Director and shall not be less than $10,000. When cash is posted as surety, it shall be deposited into a special account of the United States Treasury and no interest is to accrue or be paid the licensee. When surety bonds are furnished, the surety shall be a company holding a certificate of authority from the Secretary of Treasury under Act of Congress approved July 30, 1947 (6 U.S.C. 6 through 13) as acceptable surety on Federal bonds.

[44 FR 50575, Aug. 29, 1979]

§ 46.6 License fee.

The annual license fee is one hundred and eighty (180) dollars plus seventy-two (72) dollars for each branch or additional business facility operated by the applicant exceeding nine. In no case, shall the aggregate annual fees paid by any applicant exceed one thousand two-hundred (1,200) dollars. The Director may require that the fee be submitted in the form of a money order, bank draft, Cashier's Check, or certified check made payable to Agricultural Marketing Service. Authorized representatives of the Division may accept fees and issue receipts therefor.

[47 FR 47802, Oct. 28, 1982]

§ 46.7 Issuance of license.

Upon receipt of a valid application accompanied by the proper fee for a license, and bond, if required, the Director shall, if the applicant is found to be eligible, issue a license certifying that the licensee is authorized to engage in the business of a commission merchant, dealer, or broker. All fees, and any additional sums assessed by the Director in accordance with the Act, shall be deposited in a special fund designated as the "Perishable Agricultural Commodities Act fund."

§ 46.8 Copies of licenses.

Copies of licenses may be issued upon request and upon the payment of a fee of two dollars ($2) for each copy. Each copy shall bear the word "copy" in conspicuous letters on its face and shall be certified by the Director as a true copy of the original.

§ 46.9 Termination, suspension, revocation, cancellation of licenses; notices; renewal.

(a) Under section 3(c) of the Act the license can be suspended if the licensee continues to use a trade name after being notified by the Director that such trade name has been disapproved.

(b) Under section 4(a) of the Act, after October 1, 1962, the license of any individual, corporation or association shall automatically terminate on the date of discharge in bankruptcy and the license of any partnership shall automatically terminate on the date of the discharge in bankruptcy of any of the general partners in the partnership.

(c) Under section 4(c) of the Act if a license is issued under a bond and the bond is terminated for any reason without the approval of the Director, within four years from the date of the issuance of the license, the license shall be automatically cancelled as of the date of termination and no new license shall be issued to such person during the four-year period without a new surety bond covering the remainder of such period. Also, if the Director notifies the licensee that a bond in an increased amount is required and the licensee fails to provide such a bond within the specified time the license of such licensee shall be automatically suspended until such bond is provided.

(d) Under section 8(a) of the Act a license can be suspended or revoked for violations of section 2 of the Act or when the licensee is found guilty in a Federal Court of having violated section 14(b) of the Act.

(e) Under section 8(b) of the Act a license can be suspended or revoked if the licensee continues to employ any person in violation of the provisions of this section. Also, if any licensee is authorized to employ any person under a bond in accordance with this section and is notified by the Director subsequently to provide a bond in an increased amount and fails to provide such a bond within the time specified, approval of employment shall automatically terminate.

(f) Under section 8(c) of the Act a license can be revoked for any false or misleading statement, or through a misrepresentation or concealment or withholding of facts in connection with an application for a license.

(g) Under section 9 of the Act a license can be suspended if the licensee fails to keep such accounts, records, and memoranda as fully and correctly disclose all transactions involved in his business including the true ownership of such business by stock-holding or otherwise.

(h) Under section 13 of the Act a license can be suspended:

(1) If the licensee refuses to permit inspection of his records or of any lot of produce under his ownership or control; or

(2) If the licensee, subsequent to a determination in a formal disciplinary proceeding that it has violated the prompt payment provision of Section 2(4) of the Act, refuses to permit an inspection of its accounts, records and memoranda to insure that it is in compliance with the prompt payment provision of section 2(4) of the Act or fails or refuses to furnish, maintain, or adjust a surety bond in a form and amount satisfactory to the Secretary.

(i) Under section 4(a) of the Act at least thirty days prior to the anniversary date of a valid and effective license, the Director shall mail a notice to the licensee at the last known address advising that the license will automatically terminate on its anniversary date unless the annual fee is paid on or before such date. If the annual fee is not paid by the anniversary date, the licensee may obtain a renewal of that license at any time within 30 days of that date by paying the annual fee, plus five dollars ($5). Within 60 days after the termination date of a valid and effective license, the former licensee shall be notified of such termination, unless a new license has been obtained in the meantime.

[28 FR 7067, July 11, 1963; 28 FR 7287, July 17, 1963, as amended at 44 FR 50576, Aug. 29, 1979]

§ 46.10 Nonlicensed person; liability; penalty.

Any commission merchant, dealer, or broker who violates the Act by engaging in business subject to the Act without a license may settle his liability, if such violation is found by the Director not to have been willful but was due to inadvertence, by paying the amount of fees that he would have paid had he obtained and maintained a license during the period that he engaged in business subject to the Act, plus an additional sum not in excess of twenty-five dollars ($25) as may be determined by the Director.

§ 46.11 What constitutes valid license, form and use.

Each license shall bear a serial number, the names in which authorized to conduct business, type of ownership; if the business is individually owned, the name of the owner; if a partnership, the names of all general partners; the facsimile signature of the Director, the seal of the Department and shall be duly countersigned. The licensee may place upon his stationery, trucks, or business sign an inscription indicating that he is licensed under the Act, but such inscription must not be of such form or arrangement as to be deceptive or misleading to the public, nor shall any such inscription be displayed or used unless the person using the inscription has a license valid and effective at the time.

§ 46.12 Forms of inscriptions.

The following inscriptions, for use with or without the license number, meet the foregoing requirements and may be used by licensees: "Licensed by the U.S. Department of Agriculture under the Perishable Agricultural Commodities Act", or "Licensed under the PACA."

§ 46.13 Address, ownership, changes in trade name, changes in number of branches, changes in members of partnership, and bankruptcy.

The licensee shall:

(a) Promptly report to the Director in writing;

(1) Any change of address;

(2) Any change in officers, directors, and holders of more than ten percent of the outstanding stock of a corporation, with the percentage of the stock held by each such person;

(3) Any deletions or additions of trade names;

(4) Any change in the number and address of any branches or additional business facilities, and;

(5) When the licensee, or if the licensee is a partnership, any partner is subject to proceedings under the bankruptcy laws. A new license is required in case of a change in the ownership of a firm, an addition or withdrawal or members of a partnership, or in case business is conducted under a differ-

ent corporate charter from that under which the license was originally issued.

(b) Obtain approval from the Director prior to using any trade name.

[44 FR 50576, Aug. 29, 1979]

ACCOUNTS AND RECORDS (GENERAL)

§ 46.14 General.

(a) Every commission merchant, dealer, and broker shall prepare and preserve for a period of two years from the closing date of the transaction the accounts, records, and memoranda required by the Act, which shall fully and correctly disclose all transactions involved in his business. Licensees shall keep records which are adapted to the particular business that the licensee is conducting and in each case such records shall fully disclose all transactions in the business in sufficient detail as to be readily understood and audited. It is impracticable to specify in detail every class of records which may be found essential since many different types of business are conducted in the produce industry and many different types of contracts are made covering a wide range of services by agents and others. The responsibility is placed on every licensee to maintain records which will disclose all essential facts regarding the transactions in his business.

(b) Every commission merchant, dealer, and broker shall prepare and preserve records and memoranda required by the Act which shall fully and correctly disclose the true ownership and management of such business during the preceding four years. Such records shall include the number and location of all branches or additional business facilities operated by or for the commission merchant, dealer or broker. In the case of a corporation, such records shall include the corporate charter, record of stock subscription and stock issued, the amounts paid in for stock and minutes of stockholders' and directors' meetings showing the election of directors and officers, resignations and other pertinent corporate actions. In the case of a partnership, the records shall contain a copy of the partnership agreement showing the type of partnership, the full names and addresses of all partners including general, special or limited partners, the partnership interest of each individual and any other pertinent records of the partnership.

[28 FR 7067, July 11, 1963; 28 FR 7287, July 17, 1963, as amended at 44 FR 50576, Aug. 29, 1979]

§ 46.15 Documents to be preserved.

Bills of lading, diversion orders, paid freight and other bills, car manifests, express receipts, confirmations and memorandums of sales, letter and wire correspondence, inspection certificates, invoices on purchases, receiving records, sales tickets, copies of statements (bills) of sales to customers, accounts of sales, papers relating to loss and damage claims against carriers, records as to reconditioning, shrinkage and dumping, daily inventories by lots, a consolidated record of all rebates and allowances made or received in connection with shipments handled for the account of another, an itemized daily record of cash receipts, ledger records in which purchases and sales can be verified, and all other pertinent papers relating to the shipment, handling, delivery, and sale of each lot of produce shall be preserved for a period of 2 years.

§ 46.16 Method of preservation or storage of records.

All records required to be preserved under the Act shall be stored in an orderly manner and in keeping with sound business practices. The records being currently used shall be filed in order of dates, by serial numbers, alphabetically or by any other proper method which will enable the licensee to promptly locate and produce the records. Records in dead storage should be arranged in an orderly fashion, be packaged or wrapped to insure proper preservation, be adequately marked or identified, and stored in a safe, dry location. When part of the records are forwarded to others (such as accountants, traffic agencies, attorneys, etc.), proper notations should be filed in appropriate places in the records identifying the missing records and stating where they can be located.

§ 46.17 Inspection of records.

Each licensee shall, during ordinary business hours, promptly upon request, permit any duly authorized representative of the Department to enter his place of business and inspect such accounts, records, and memoranda as may be material (a) in the investigation of complaints under the Act, or (b) to the determination of ownership, control, packer, or State, country or region of origin in connection with commodity inspections, or (c) to ascertain whether there is compliance with section 9 of the Act, or (d) in administering the licensing and bonding provisions of the Act, or (e) if the licensee has been determined in a formal disciplinary proceeding to have violated the prompt payment provision of section 2(4) of the Act, to determine whether, at the time of the inspection, there is compliance with that section. Any necessary facilities for such inspection shall be extended to such representative by the licensee, his agents, and employees.

[44 FR 50576, Aug. 29, 1979]

RECORDS OF MARKET RECEIVERS

§ 46.18 Record of produce received.

Market receivers shall keep in the order of receipt a record of all produce received and this record shall be in the form of a book (preferably a bound book) with numbered pages or comparable business record. This record shall clearly show for each lot the date of arrival and unloading; whether received by freight, express, truck, or otherwise; the car initials and number; the truck license number and the driver's name or the name of the trucking firm; the number of packages or the quantity received; the kind of produce; the name and address of the consignor or seller; whether the produce was purchased; consigned or received on joint account; and the disposition of the produce, whether jobbed or sold in carlots or trucklots, and the lot number assigned to the shipment by the receiver (as required by § 46.20).

§ 46.19 Sales tickets.

Sales tickets shall bear printed serial numbers running consecutively and shall be used in numerical order so far as practicable. No serial number shall be repeated within a 90-day period. The sales tickets shall be prepared and all the details of the sale shall be entered on the tickets in a legible manner in order that an audit can be readily made. Erasures, strike-outs, changes, etc., should be held to the minimum. When errors are made in preparing sales tickets, the tickets should be voided. Each sales ticket shall show the date of sale, the purchaser's name (so far as practicable), the kind, quantity, the unit price, and the total selling price of the produce. Each sales ticket shall show the lot number of the shipment if the produce is being handled on consignment or on joint account. Sales tickets on all other lots of the same commodity which are on hand at the same time shall also show a lot number. The original or a legible carbon copy of each sales ticket, including those voided or unused, shall be accounted for and shall be filed or stored either by dates of sales or in the order of the serial numbers for a period of two years.

§ 46.20 Lot numbers.

An identifying lot number shall be assigned to each shipment of produce to be sold on consignment or joint account or for the account of another person or firm. A lot number should be assigned to any purchased shipment in dispute between the parties to assist in proving damages. A lot number shall be assigned to each purchased shipment of similar produce on hand at that time or received later while the consigned or joint account or disputed lot is being sold. A lot number shall be assigned to each purchased shipment which is reconditioned if the seller is to be charged with the shrinkage or loss. The lot number shall be entered on the receiving record in connection with each shipment and entered on all sales tickets identifying and segregating the sales from the various shipments on hand. The lot number shall be entered on the sales tickets by the salesmen at the time of sale or by the produce dispatcher, and not by bookkeepers or others after the sales have been made. No lot number shall be repeated within a period of 30 days after the last sale from the preceding lot to which such number was assigned.

§ 46.21 Returns, rejections, or credit memorandums on sales.

In the event of the rejection and return of any produce sold for or on behalf of another, on consignment, or on joint account, or of any necessary allowance or adjustment being made to the buyers thereof, a credit memorandum showing the buyer's name, sales ticket number, lot number, date of the granting of the allowance, and amount of the credit or adjustment, with reasons therefor, shall be made or a notation shall be made on the original sales ticket referring to the adjustment and showing where the credit memorandum is filed. The credit memorandum shall be on a regular form, in a ledger book, or on a sales ticket or invoice properly completed to show the facts and shall be approved by a duly authorized person. Credits granted shall be entered in the same records as the original sales tickets.

§ 46.22 Accounting for dumped produce.

A clear and complete record shall be maintained showing justification for dumping of produce received on joint account, on consignment, or handled for or on behalf of another person if any portion of such produce regardless of percentage cannot be sold due to poor condition or is lost through resorting or reconditioning. In addition to the foregoing, if five percent or more of a shipment is dumped, an official certificate, or other adequate evidence, shall be obtained to prove the produce was actually without commercial value, unless there is a specific agreement to the contrary between the parties. The original certificate or other adequate evidence justifying dumping shall be forwarded to the consignor or joint account partner with the accounting and a copy shall be retained by the receiver.

§ 46.23 Evidence of dumping.

Reasonable cause for destroying any produce exists when the commodity has no commercial value or when it is dumped by order of a local health officer or other authorized official or when the shipper has specifically consented to such disposition. The term "commercial value" means any value that a commodity may have for any purpose that can be ascertained by the exercise of due diligence without unreasonable expense or loss of time. When produce is being handled for or on behalf of another person, proof as to the quantities of produce destroyed or dumped in excess of five percent of the shipment shall be provided by procuring an official certificate showing that the produce has no commercial value from any person authorized by the Department to inspect fruits and vegetables. Where such inspection service is not available certification may be obtained from (a) any health officer or food inspector of any State, county, parish, city or municipality or of the District of Columbia; (b) any established commercial agency or service making inspections for the fruit and vegetable industry; or (c) when no inspector or health officer designated above is available consideration will be given to other evidence such as inspection and certification made by any two persons having no financial interest in the produce involved or in the business of any person financially interested therein, and who are unrelated by blood or marriage to any such financially interested person, and who, at the time of the inspection and certification, and for a period of at least one year immediately prior thereto, have been engaged in the handling of the same general kind or class of produce with respect to which the inspections and certification are to be made. Any certificate issued by any persons designated in paragraph (c) of this section shall include a statement that each of them possesses the requisite qualifications. Any such certificate shall properly identify the produce by showing the commodity, lot number, brand or principal identifying marks on the containers, quantity dumped, name and address of shipper, name and address of applicant, condition of the produce, time, place, and date of inspection and a statement that the produce possesses no commercial value.

RECORDS OF RETAILERS

§ 46.24 Records of retailers.

Notwithstanding the specific records and documents prescribed in the foregoing sections, licensees who purchase produce solely for sale at retail shall establish and maintain accounts and records, adapted to their type of operations, which will fully and correctly disclose all transactions relating to the purchase of produce. Such accounts and records should include the date of receipt of each lot, kind of produce, number of packages and quantity, price paid, evidence of agreement, or contract of purchase, bills of lading, paid bills, and any other documents relating to the purchase of produce.

AUCTION SALES

§ 46.25 Auction sales.

Commission merchants, dealers and brokers who offer produce for sale through auction companies which publish catalogs of offerings will be responsible for furnishing the auction company for publication true and correct information concerning the ownership of the produce. When the produce is offered for sale by an owner, his name shall be shown in the catalog listing as owner. When a joint account partner makes an offering, his name as well as that of his joint partner, or partners, shall be shown. When any person offers produce for sale at auction for the account of another, the name, or names of the owner, if known, and of his principal shall be shown. In addition to listing such name or names he may show that he is acting in the capacity of agent. If a person instructs an auction company to catalog a shipment without disclosing true ownership, if known, or the name of an agent's principal, he shall be deemed to have made a false or misleading statement within the meaning of the Act. Since sales at auctions normally involve additional expenses, a broker, grower's agent or commission merchant shall have prior consent from his principal before such disposition is accomplished. Where a dispute exists regarding the ownership of produce, it may be listed in the auction catalog as being offered for sale "for the account of whom concerned" with the name of the party making the offering shown as agent.

DUTIES OF LICENSEES

§ 46.26 Duties of licensees.

It is impracticable to specify in detail all of the duties of brokers, commission merchants, joint account partners, growers' agents and shippers because of the many types of businesses conducted. Therefore, the duties described in these regulations are not to be considered as a complete description of all of the duties required but is merely a description of their principal duties. The responsibility is placed on each licensee to fully perform any specification or duty, express or implied, in connection with any transaction handled subject to the Act.

BROKERS

§ 46.27 Types of broker operations.

(a) Brokers carry on their business operations in several different ways and are generally classified by their method of operation. The following are some of the broad groupings by method of operation. The usual operation of brokers consists of the negotiation of the purchase and sale of produce either of one commodity or of several commodities. In negotiating a contract, a broker usually acts as agent of the buyer or the seller but not as agent of both parties. Frequently, brokers never see the produce they are quoting for sale or negotiating for purchase by the buyer and they carry out their duties by relaying offers and counter-offers between the buyer and seller until a contract is affected. Generally, the seller of the produce invoices the buyer, however, when there is a specific agreement between the broker and his principal, the seller invoices the broker who, in turn, invoices the buyer, collects, and remits to the seller. Under other types of agreements, the seller ships the produce to the broker at destination who distributes to pool buyers, invoices the buyers, collects, and remits to the seller. Also, there are times when the broker is authorized by the seller to act much like a commission merchant being given blanket authority to dispose of the produce for the seller's account either by negotiation of sales to buyers not known to the seller or by placing the produce for sale on consignment with receivers in the terminal markets.

(b) There is a second general grouping of brokers which are commonly referred to as buying brokers. Their operations are typified by the fact that they act as the buyer's representative in negotiating purchases at shipping points, terminal markets, or intermediate points. Their typical type of operation is to negotiate a purchase on the buyer's instructions and authorization. Sometimes the broker negotiates the purchase without seeing the produce. In other instances he may select the merchandise after forming an appraisal of the quality of the produce being offered for sale on the market. Generally, a purchase is made in the buyer's name and the seller invoices the buyer direct. On the other hand, acting on authority given him by the buyer, the broker may negotiate purchases in his own name, pay the seller for the produce, make arrangements for its loading and shipment, and bill the buyer direct for the cost price plus the brokerage fee and the cost of any agreed upon accessorial service charges such as ice, loading, etc.

§ 46.28 Duties of brokers.

(a) *General.* The function of a broker is to negotiate, for or on behalf of others, valid and binding contracts. A broker who fails to perform any specification or duty, express or implied, in connection with any transaction is in violation of the Act and is subject to the penalties specified in the Act and may be held liable for damages which accrue as a result thereof. It shall be the duty of the broker to fully inform the parties concerning all of the terms and conditions of the proposed contract. After all parties agree on the terms and the contract is effected, the broker shall prepare in writing and deliver promptly to all parties a properly executed confirmation or memorandum of sale setting forth truly and correctly all of the essential details of the agreement between the parties, including any express agreement as to the time when payment is due. The broker shall retain a copy of such confirmations or memoranda as part of his accounts and records. The broker who does not prepare these documents and retain copies in his files is failing to prepare and maintain complete and correct records as required by the Act. The broker who does not deliver copies of these documents to all parties involved in the transaction is failing to perform his duties as a broker. A broker who issues a confirmation or memorandum of sale containing false or misleading statements shall be deemed to have committed a violation of section 2 of the Act. If the broker's records do not support his contentions that a binding contract was made with proper notice to the parties, the broker may be held liable for any loss or damage resulting from such negligence, or for other penalties provided by the Act for failure to perform his express or implied duties. The broker shall take into consideration the time of delivery of the shipment involved in the contract and all other circumstances of the transaction, in selecting the proper method for transmitting the written confirmation or memorandum of sale to the parties. A buying broker is required to truly and correctly account to his principal in accordance with § 46.2(v)(3). The broker should advise his principal promptly of rejection by the buyer or of any other unforeseen development of which he is informed.

(b) *Brokerage fees.* A broker is not considered to be entitled to a brokerage fee unless he effects a sale or makes a valid and binding contract, fully performing his duties as a broker. Unless otherwise specifically agreed, the broker does not guarantee the performance of the contracting parties and is entitled to receive prompt payment of the brokerage fee whenever a valid and binding contract is negotiated. Brokerage fees may be charged to only one of the parties to the contract unless by prior agreement the parties agree to split the brokerage fee. If the brokerage fee is charged to both parties without a specific prior agreement, such action by the broker is a violation of the Act. A broker employed to negotiate the sale of produce may not employ another broker or selling agent, including auction companies, without the specific prior approval of his principal. When the broker is authorized to sell, invoice the buyer, collect and remit to his principal, he shall render an itemized accounting to the principal promptly on receipt of payment, showing the true gross selling price, all brokerage fees deducted, any auction charges and any other expenses incurred in connection with the sale of the shipment. The failure to account truly and correctly and make full payment promptly is a violation of the Act.

(c) *Broker's responsibility for payment.* In the absence of a specific agreement, a broker is not responsible for payment to the seller by the buyer. Agreement to collect from the buyer and remit to the seller is not a guarantee by the broker that the buyer will pay for the produce purchased, unless there is a specific agreement by the broker that he will pay if the buyer does not pay. A broker who agrees to collect funds from the buyer for his principal shall render an itemized accounting to the principal promptly on receipt of payment showing the true gross selling price, all brokerage fees deducted and all expenses including auction charges, incurred in connection with the sale of the shipment. The failure to account truly and correctly and make full payment promptly is a violation of the Act. While the broker is not obliged to furnish his principal information regarding the financial condition of the buyer, if the broker furnishes such information, he must truthfully report the information available to him, and any false or misleading statements for a fraudulent purpose to the principal to encourage the sale will be a violation of the Act. A buying broker who negotiates a purchase in his own name under an agreement with his principal, is responsible for payment of the purchase price to the seller. A broker has no authority to grant allowances or adjust the seller's invoice price to the buyer without the specific prior approval of his principal.

(d) *Purchases and sales by brokers.* A person who operates in a dual capacity, both as a broker and a dealer, shall clearly disclose his status in each transaction to all parties with whom he is dealing. If such a person misrepresents himself as a broker to the buyer or the seller when he is acting as a dealer purchasing produce or selling produce he has purchased, he shall be considered to have violated the Act. When a person purchases or sells produce as a dealer, he shall not request or receive a brokerage fee from the buyer or the seller. A broker shall not negotiate a transaction where the broker is subject to the direct or indirect control of any party to the transaction other than his principal, or where the other party is subject to the direct or indirect control of the broker without fully disclosing the circumstances to his principal and obtaining his specific prior approval.

(e) *Filing carrier claims by brokers.* Without prior consent of the owner, a broker has no authority to file claims with carriers in his own name or any other name. A broker has no obligation to file carrier claims for the owners of the shipments. However, when a broker in a transaction receives information valuable to the owner in connection with carrier claim rights, the broker should promptly advise the owner. A broker who agrees to protect the carrier claims of owners shall at all times exercise reasonable care to fulfill such obligation. If a broker makes an agreement with a seller or a buyer to file and handle such a claim for the benefit of the owner of the produce, the claim shall be filed promptly with the carrier, supported by adequate evidence, and he shall take the necessary action to bring the matter to a conclusion. A copy of the claim shall be forwarded to the owner of the shipment when the claim is filed. When settlement of the claim is effected, the broker shall promptly remit the net amount due the owner, after deducting the agreed or customary charges for handling the claim. Adequate information shall be furnished the owner regarding the claim while the matter is being handled with the carrier. If the owner files the claim, the broker shall promptly furnish any necessary information available in his records which is requested by the owner.

[28 FR 7067, July 11, 1963; 28 FR 7287, July 17, 1963, as amended at 37 FR 14561, July 21, 1972]

RECEIVING MARKET COMMISSION MERCHANTS AND JOINT ACCOUNT PARTNERS

§ 46.29 Duties.

(a) *General.* All licensees who accept produce for sale on consignment or on joint account are required to exercise reasonable care and diligence in disposing of the produce promptly and in a fair and reasonable manner. A commission merchant engaged to sell consigned produce may not employ another person or firm, including auction companies, to dispose of all or part of such produce without the specific prior authority of the consignor. A commission merchant is not authorized to sell consigned produce outside the market area where he is located without obtaining the permission of the consignor. Averaging or pooling of sales is not permissible unless the receiver obtains the specific written permission of the consignor prior to rendering the accounting. Complete and detailed records shall be prepared and maintained by all commission merchants and joint account partners covering produce received, sales, quantities lost, dates and cost of repacking or reconditioning, unloading, handling, freight, demurrage or auction charges, and any other expenses which are deducted on the accounting, in accordance with the provisions of § 46.18 through § 46.23. When rendering account sales for produce handled for or on behalf of another, an accurate and itemized report of sales and expenses charged against the shipment shall be made. It is a violation of section 2 of the Act to fail to render true and correct accountings in connection with consignments or produce handled on joint account. Charges which cannot be supported by proper evidence in the records of the commission merchant or joint account partner shall not be deducted. The commission merchant or joint account partner may be held liable for any financial loss and for other penalties provided by the Act, due to his negligence or failure to perform any specification or duty, express or implied, arising out of any transaction subject to the Act.

(b) *Commission charges.* Before accepting produce on consignment, the parties should reach a definite agreement on the amount of the commission and other charges which will be assessed by the commission merchant. In the absence of such an agreement, only the usual and customary commission and other charges shall be permitted. The receiver may not reconsign produce to another person or firm, including auction companies, and incur additional commissions, charges or expenses without the specific prior authority of the consignor. Unless otherwise agreed upon by the parties, joint account partners shall not charge a commission fee or other selling charges against the joint account for disposing of the produce. When a portion of a consigned shipment is purchased by the commission merchant he shall not charge or receive a commission fee for such sales.

(c) *Purchasing consigned produce.* A commission merchant or joint account partner may not purchase produce received on consignment or joint account or sell such produce to any person or firm over whose business he has direct or indirect control, or to any person or firm having direct or indirect control over his business, without specific prior authority of the consignor or the joint account partner. However, produce may be purchased by the commission merchant or joint account partner at reasonable market value to clean up remnants of shipments so accountings will not be unduly delayed, provided the accounting shows the quantity and price of the goods bought by the commission merchant or joint account partner. "Remnants," as used here, mean small quantities remaining after the bulk of the shipment has been sold but shall not exceed 5 percent of the shipment. When consigned produce is purchased by a commission merchant he shall not charge or receive a commission fee for such sales.

(d) *Filing carrier claims.* Without the prior consent of the owner of the produce, a commission merchant has no authority to file claims with carriers in his own name or any other name: *Provided*, That the commission merchant may file a claim for breakage where the owner has been paid for the full value of the produce without any deduction for damage. Commission merchants have no obligation to file carrier claims on shipments for the owners. However, when a commission merchant in a transaction receives information valuable to the consignor in connection with carrier claim rights, the commission merchant should promptly advise the consignor. Before a commission merchant files a carrier claim on a consigned shipment, a specific agreement shall be reached with the consignor. If a commission merchant is authorized and agrees to file the claim, he shall forward a copy of the claim filed with the carrier to the consignor and shall exercise reasonable care to protect the interests of the consignor by filing the claim promptly and in the proper amount, supported by adequate evidence, and shall take the necessary action to bring the matter to a conclusion. When settlement of the claim is effected, he shall promptly remit the net amount due the consignor, after deducting the agreed handling charges. Full and complete information shall be furnished the consignor while the claim is being handled. If the consignor is to file the claim, the commission merchant shall exercise reasonable care to protect the claim rights of the consignor and shall promptly furnish all necessary information and evidence from his records to enable the consignor to file a proper claim. A joint account partner who files a carrier claim on behalf of the partnership shall forward a copy of the claim filed with the carrier to his partner, keep him advised of its status, and remit promptly his share of the net proceeds realized from such claim.

GROWERS' AGENTS AND SHIPPERS

§ 46.30 Types of operations by growers' agents and shippers.

(a) The usual operations of shippers consist of purchasing produce from growers in their own names. They distribute the produce in commerce by selling, consigning, or jointing the shipments, assuming any loss or profits that result from these operations. In addition, shippers may handle produce on joint account with growers or others.

(b) Growers' agents sell and distribute produce for or on behalf of growers and others and, in addition, may perform a wide variety of services, such as financing, planting, harvesting, grading, packing, furnishing labor, seed, containers, and other supplies or services. They usually distribute the produce in their own names and collect payment direct from the consignees. They render accountings to their principals, paying the net proceeds after deducting their expenses and fees. Some agents are limited by contract to making only sales and cannot joint or consign produce without obtaining the prior consent of the growers. Other agents are granted blanket authority by the growers to market and distribute the produce, using their discretion as to the best methods, depending on market conditions and the quality of the produce available. They can sell, consign or ship on joint account, use the services of brokers or sell through terminal market auctions. They are authorized to grant credits, make adjustments in the invoice price, handle claims with the carriers, or even abandon shipments, when circumstances justify such action, without consulting the growers. Some agents have an agreement with the growers to pool the produce and render accountings on the basis of the average or prorated selling prices after deducting the prorated expenses incurred for the various operations performed and the agents' selling fees. Some agents's contracts require an accounting on the basis of actual selling prices after deducting the actual expenses incurred for services performed and the selling fees. Some agents' contracts specify a fixed charge for harvesting, grading, packing, furnishing the container or other services, plus a selling fee, and thereby substantially reduce the record requirements necessary to prove the cost of the various operations.

§ 46.31 Duties of shippers.

(a) *General.* The responsibilities of shippers vary with their contracts with growers to purchase produce or to handle produce on joint account. Similarly, their responsibilities to their customers depend upon their contracts to sell, consign or joint account produce with dealers on terminal markets. Shippers shall pay promptly for produce purchased and any deficits incurred on consigned shipments. They shall fully comply with their obligations in connection with joint account transactions. A shipper who fails to perform any express or implied duty is in violation of the Act and may be held liable for any damages resulting therefrom. The shipper shall prepare and maintain records which fully and correctly disclose the details of his transactions.

(b) *Receiving records.* Each shipper shall prepare and maintain a record of all produce handled including his own production. This record shall be in the form of a book (preferably a bound book), with numbered pages or comparable business records. This receiving record shall show for each lot the date received, whether purchased or received on joint account, the quantity, quality, and kind of produce, the purchase price or joint account cost, and the name and address of the supplier. Shippers shall issue receipts to growers and others for all produce received.

(c) *Disposition records.* When a shipper purchases produce from growers or others, his records shall also show the disposition of the produce, whether sold or consigned, date of shipment, car number, or if shipped by truck, the license number, name and address of the carrier, name and address of the buyer, commission merchant or auction, and other pertinent details of the transaction, such as the terms of sale, selling price, and date of payment.

(d) *Joint accounts with growers.* When a shipper enters into a joint account transaction with growers or others, the agreement between the parties should be reduced to a written contract clearly defining the duties and responsibilities of both parties and the extent of the shipper's authority in distributing the produce. The shipper shall prepare and maintain records to show in detail the actual expenses incurred for the services he furnishes, such as harvesting, grading, packing and selling the produce (unless a fixed charge is agreed upon by the parties to cover the cost of these services), methods of distribution and proceeds received for the produce. If a shipper is at the same time handling similar produce not involved in the joint account transaction, a lot number or other positive means of identification shall be assigned to each lot of produce received in order to segregate and identify the various lots of produce. If a shipper consigns all or part of the produce or employs the services of brokers or terminal market auctions, his records shall show the results of these transactions, including the expenses involved and the names and addresses of the commission merchants, brokers, and the auctions. The shipper shall render a detailed and accurate accounting and pay promptly the net proceeds due the joint partner, in accordance with § 46.2(y), (z), and (aa). The accounting shall disclose the status of all claims collected or filed with the carriers.

(e) *Joint accounts with receivers.* When a shipper enters into a joint account agreement with a terminal market dealer, the agreement should be reduced to writing clearly defining the terms of the agreement. The shipper's records shall show the expenses which may be properly charged in accordance with the joint agreement, purchase price or joint account cost of the produce, and cost of harvesting, packing, grading, or other expenses. His records shall show the quantity and quality of the produce packed and shipped, the dates and methods of shipment, and all other pertinent details of his operation. At the conclusion of the transaction, a detailed and accurate accounting shall be furnished promptly to the joint partner, in accordance with § 46.2(z). If a deficit results, the shipper shall pay promptly his share of the deficit.

§ 46.32 Duties of growers' agents.

(a) *General.* The duties, responsibilities, and extent of the authority of a growers' agent depend on the type of contract made with the growers. Agreements between growers and agents should be reduced to a written contract clearly defining the duties and responsibilities of both parties and the extent of the agent's authority in distributing the produce. When such agreements between the parties are not reduced to written contracts, the agent shall have available a written statement describing the terms and conditions under which he will handle the produce of the grower during the current season and shall mail or deliver this statement to the grower on or before receipt of the first lot. A grower will be considered to have agreed to these terms if, after receiving such statement, he delivers his produce to the agent for handling in the usual manner. In the event an unsolicited lot of produce is accepted by an agent for handling in his usual manner, he shall promptly deliver or mail a copy of such statement to the grower. A copy of this statement, showing the name of the grower and the date the statement was delivered to the grower, shall be retained in the agent's files. An agent who does not have in his files either written contracts or a written statement as required herein is failing to prepare and maintain full and complete records as required by the Act. *Provided,* That regulations or bylaws of cooperative marketing associations may be used in lieu of individual agreements or contracts to determine the methods of accounting and settlement with their grower members. An agent who fails to perform any specification or duty, express or implied, is in violation of the Act and may be held liable for any damages resulting therefrom and for other penalties provided under the Act for such failure.

(b) *Accounting for charges.* A growers' agent whose operations include such services as the planting, harvesting, grading, packing, furnishing of containers or other supplies, storing, selling or distributing produce for or on behalf of growers shall prepare and maintain complete records on all transactions in sufficient detail as to be readily understood and audited. Agents must be in a position to render to the growers accurate and detailed accountings covering all aspects of their handling of the produce. Agents shall maintain a record of all produce received in the form of a book (preferably a bound book) with numbered pages or comparable business records, showing for each lot the date received, quantity, the kind of produce and the name and address of the grower. Agents shall issue receipts to growers and others for all produce received. A lot number or other positive means of identification shall be assigned to each lot in order to segregate the various lots of produce received from different growers from similar produce being handled at the same time. Each lot shall be so identified and segregated throughout all operations conducted by the agent, including the sale or other disposition of the produce. The records shall show the result of all packing and grading operations, including the quantity lost through packing and grading and the quantity and quality packed out. If the culls are sold, they shall be included in the accounting. Unless there is a specific agreement with the growers to pool all various growers' produce, the accounting to each of the growers shall itemize the actual expenses incurred for the various operations conducted by the agent and all the details of the disposition of the produce received from each grower including all sales, adjustments, rejections, details of consigned or jointed shipments and sales through brokers, auctions, and status of all claims filed with or collected from the carriers. The agent shall prepare and maintain full and complete records on all details of such distribution to provide supporting evidence for the accounting. If an agent is working under a pool agreement with growers, the accounting shall show how the pool cost and pool sales prices are computed. If the agent and the growers have agreed on a fixed charge to cover the various operations conducted by the agent, actual expenses incurred for these services covered by the agreement are not required to be shown in the accounting. The failure of the agent to render prompt, accurate and detailed accountings in accordance with § 46.2 (z) and (aa), is a violation of the Act.

(c) *Sales through brokers or auctions.* Unless a growers' agent is specifically authorized in his contract with the growers to use the services of brokers, commission merchants, joint partners, or auctions, he is not entitled to use these methods of marketing the growers' produce. Any expense incurred for such services, without the growers' permission, cannot be charged to the growers.

(d) *Filing of carrier claims.* Without the prior consent of the growers, an agent has no authority to file claims with the carriers in his own name or any other name. An agent has no obligation to file carrier claims on shipments for growers in the absence of a specific agreement to perform these duties. All information which an agent has received in handling the shipment which is essential for the growers to file such claims shall be made available to the growers. If an agent has an agreement with the growers to file and handle carrier claims, he shall exercise reasonable care in handling the claims with the carriers by filing the claim promptly in the proper amount, supported by adequate evidence, and take any necessary action to bring the matter to a conclusion.

(e) *Purchases and sales by growers' agents.* A person who operates in a dual capacity, both as a growers' agent and as a shipper, shall clearly disclose his status in each transaction to all parties with whom he is dealing. If such a person misrepresents himself as an agent, when he is acting as a shipper selling produce he has purchased, he shall be considered to have violated the Act. A growers' agent shall not charge or receive a fee from the seller or the buyer when he purchases or sells produce as a shipper. A growers' agent shall not negotiate a transaction where he is subject to the direct or indirect control of any party to such transactions, other than his principal, or where the other party is subject to the agent's direct or indirect control, without fully disclosing the circumstances to his principal and obtaining his specific prior approval.

(f) *Negligence of agent.* A growers' agent may be held liable for any loss or damage resulting to the growers due to his negligence or failure to perform any specification or duty, express or implied, arising out of any undertaking in connection with transactions subject to the Act.

(g) *Responsibility for payment.* An agent is not responsible for the payment by the buyer who has purchased the growers' produce on credit, unless he guarantees payment or is negligent in extending credit. Agreement to collect from the buyer and remit to his principal is not a guarantee by the agent that the agent will pay if the buyer does not pay.

(h) *Responsibility for payment of selling fees and expenses to the growers' agent.* In the absence of a specific agreement to the contrary, the agent does not guarantee the performance of the contracting parties and he is entitled to the payment of his selling fees and expenses incurred in handling the produce of growers or others, providing he fully performs his duties as agent.

(i) *Agent's financial responsibility to buyers for failure to comply with contracts.* If a growers' agent contracts in his own name to deliver produce to a buyer and subsequently cannot deliver produce complying with the contract because the growers cannot or will not deliver such produce to him, he may be liable to the buyer for damages resulting from the breach of the contract.

CONVERSION OF FUNDS

§ 46.33 Conversion of funds.

Any licensee who collects or receives funds for or on behalf of another person or firm in connection with produce shall not make any use or disposition of such funds in his possession or control that will endanger or impair faithful and prompt payment to the owner or consignor of the produce or to any other person having a financial interest therein.

DISCLOSURE OF BUSINESS

§ 46.34 No disclosure of business of licensee.

No representative of the Department shall, without the consent of the licensee, divulge or make known, except to financially interested parties, or to other representatives of the Department who may be required to have such knowledge in the regular course of their official duties, or except insofar as he may be directed by the Secretary, Deputy Administrator, Director, or a court of competent jurisdiction, any facts or information regarding the business of such licensee which may come to the knowledge of such representative through an examination or inspection of the business or the accounts of the licensee, unless such facts or information should be testified to at a hearing authorized by the act because they are relevant and material to the issue in the case being heard.

SUSPENSION AND REVOCATION OF LICENSES

§ 46.35 Suspension or revocation order.

(a) Whenever the Secretary shall order the suspension or revocation of a license, the person against whom such order is directed shall be served by the Hearing Clerk with a copy of the order, and be notified of the effective date thereof. Service of orders shall be accomplished in accordance with § 47.4 of this chapter.

(b) Except in the case of any license automatically suspended by the Act, a reasonable time shall be allowed, which shall not be less than 10 days between the date of issuance of the order of suspension or revocation and the date upon which such order becomes effective, during which period the licensee may make all necessary arrangements with some other person, who has a valid and effective license to safeguard the interests of consignors or other innocent parties whose property or business may be affected by such suspension or revocation and during which the licensee may terminate his affairs and business relating to the handling of produce.

(c) After the revocation of his license or during the effective period of any suspension thereof, no person shall, either directly or indirectly, through any agent, employee, or otherwise, carry on the business of a commission merchant, dealer, or broker until his status as a licensee has been restored.

(d) The suspension or revocation of a license shall not prevent the licensee from collecting amounts due on contracts entered into prior to the date of suspension or revocation or from remitting promptly to his principals and obligees.

PUBLICATION OF FACTS

§ 46.36 Publicity.

Upon the issuance by the Secretary of an order revoking or suspending a license, or in case of automatic suspension of a license for failure to pay a reparation award, the Director shall cause general publicity to be given to such fact, in order that those doing business with the licensee whose license has been revoked or suspended may take due notice thereof.

SUNDAYS AND HOLIDAYS

§ 46.37 Sundays and holidays excluded.

Sundays and holidays shall not be included in the computation of the 5-day period provided by section 7(d) of the Act nor in connection with the periods defined in § 46.43 with exception of paragraph (a) thereof.

§ 46.38 Sundays and holidays included.

Sundays and holidays shall be included in the computation of all other periods mentioned in the Act or in the regulations in this part.

COMMODITY INSPECTION

§ 46.39 Inspection of commodities.

Each licensee shall, during ordinary business hours, promptly upon request, permit any duly authorized representative of the Department to inspect any lot of produce under his ownership or control covered by the Act. Any necessary facilities for such inspection shall be extended to such representative by the licensee, his agents, and employees. The licensee shall be furnished a copy of any certificate or memorandum of inspection which is issued for any lot of produce which is inspected in accordance with this section.

§ 46.40 Inspection service.

The rules and regulations of the Secretary governing inspection and certification of fresh fruits and vegetables as outlined in Part 51 of this chapter; and frozen fruits and vegetables as outlined in Part 52 of this chapter, and amendments thereto, and such additional amendments as may from time to time be promulgated shall govern the inspection of such products under the Act and are hereby made a part of the regulations in this part.

LICENSEE'S RESPONSIBILITY FOR ACTS OF EMPLOYEES AND AGENTS

§ 46.41 Licensee's responsibility for acts of employees and agents.

In construing and enforcing the provisions of the Act and the regulations in this part, the act, omission, or failure of any agent, officer, or other person acting for or employed by a licensee, within the scope of his employment or office, shall in every case be deemed the Act, omission, or failure of the licensee.

[25 FR 4853, June 2, 1960. Redesignated at 28 FR 7067, July 11, 1963]

COPIES OF RECORDS

§ 46.42 Copies of records; how obtained.

Copies of records pertaining to licensees under the Act may be furnished under the conditions and at the prices prescribed in the regulations of the Department.

[25 FR 4853, June 2, 1960. Redesignated at 28 FR 7067, July 11, 1963]

TRADE TERMS AND DEFINITIONS

§ 46.43 Terms construed.

The following terms and definitions, when used in any contract or communication involving any transaction coming within the scope of the Act, shall be construed as follows:

(a) "Today's shipment", or shipment on a specified date (such as "shipment September 12"), means in connection with shipments by rail, that the goods referred to shall be under billing by the transportation company on the date the order is given or on the date specified in time to be picked up by a train schedule to move that day's loadings from the shipping point. When used in connection with shipments by boat, this term shall mean that the goods shall be placed alongside the boat and be under billing in time to be loaded and shipped on a boat scheduled to leave before midnight of the date specified. When used in connection with shipments by truck, this term shall mean that the goods shall be loaded and shall actually start from loading point to destination before midnight of the date specified.

(b) "Tomorrow's shipment" or "immediate shipment" means that the shipment referred to shall be under billing by the transportation company in time to move on a transportation facility scheduled to leave not more than 24 hours later than allowed under "Today's shipment."

(c) "Quick shipment" means that the conditions of the offer, order, or confirmation will be met if the shipment is under billing by the transportation company in time to move on a transportation facility scheduled to leave not more than 48 hours later than allowed under "today's shipment."

(d) "Prompt shipment" means that the conditions of the offer, order, or confirmation will be met if the shipment is under billing by the transportation company in time to move on a transportation facility scheduled to leave not more than 72 hours later than allowed under "today's shipment."

(e) "Shipment first part of week" or "shipment early part of week" means that the produce referred to shall be under billing on Monday or Tuesday of the week specified in time to be picked up by a train scheduled to move these days' loadings from the shipping point. When used in connection with shipments by truck, this term shall mean that the goods shall be loaded and shall actually start from loading point to destination before midnight on Tuesday of the week specified.

(f) "Shipment middle of week" means that the produce referred to shall be under billing by the transportation company in time to move on a transportation facility scheduled to leave Wednesday or Thursday of the week specified. When used in connection with shipments by truck, this term shall mean that the goods shall be loaded and shall actually start from loading point to destination before midnight on Thursday of the week specified.

(g) "Shipment last of week" or "shipment latter part of week" means that the produce referred to shall be under billing by the transportation company in time to move on a transportation facility scheduled to leave on Friday or Saturday of the week specified. When used in connection with shipments by truck, this term shall mean that the goods shall be loaded and shall actually start from loading point to destination before midnight on Saturday of the week specified.

(h) "Shipment as soon as possible" or "Shipment as soon as car (truck) can be secured" means that the shipper is uncertain as to when the shipment can be made, but expects to make it within a reasonable time and will make it soon as possible. But in any case where these words are used the buyer shall, at any time after 7 days from the date the order is given, have the right to cancel the order or contract of sale, if notice of his decision so to cancel shall have been received by the shipper before shipment has been made.

(i) "F.o.b." (for example, "f.o.b. Laredo, Tex.," or "f.o.b. California") means that the produce quoted or sold is to be placed free on board the boat, car, or other agency of the through land transportation at shipping point, in suitable shipping condition (see definitions of "suitable shipping condition," paragraphs (j) and (k) of this section), and that the buyer assumes all risk of damage and delay in transit not caused by the seller irrespective of how the shipment is billed. The buyer shall have the right of inspection at destination before the goods are paid for to determine if the produce shipped complied with the terms of the contract at time of shipment, subject to the provisions covering suitable shipping condition.

(j) "Suitable shipping condition", in relation to direct shipments, means that the commodity, at time of billing, is in a condition which, if the shipment is handled under normal transportation service and conditions, will assure delivery without abnormal deterioration at the contract destination agreed upon between the parties. If a good delivery standard for a commodity is set forth in § 46.44, and that commodity at the contract destination contains deterioration in excess of any tolerance provided therein, it will be considered abnormally deteriorated. The seller has no responsibility for any deterioration in transit if there is no contract destination agreed upon between the parties.

(k) "Suitable shipping condition", in connection with reconsigned rolling or tramp cars, means that the commodity, at time of sale, meets the requirements of this phrase as defined in paragraph (j) of this section, relating to direct shipments.

(l) "F.o.b. acceptance" or "Shipping point acceptance" means that the buyer accepts the produce at shipping point and has no right of rejection. The buyer has recourse against the seller if the produce was not in suitable shipping condition (see definitions, paragraphs (j) and (k) of this section) or has recourse for a material breach of contract, providing the shipment is not rejected. The buyer's remedy under this method of purchase is by recovery of damages from the seller and not by rejection.

(m) "F.o.b. acceptance final" or "Shipping point acceptance final" means that the buyer accepts the produce at shipping point and has no right of rejection. Suitable shipping condition does not apply under this trade term. The buyer does have recourse for a material breach of contract, providing the shipment is not rejected. The buyer's remedy under this type of contract is by recovery of damages from the seller and not by rejection of the shipment.

(n) "F.o.b. steamer" means that the produce is to be placed free on board steamer at shipping point, in suitable shipping condition (see definitions of "suitable shipping condition", paragraphs (j) and (k) of this section) in accordance with the terms of the contract, and that the buyer assumes all responsibility and risk of damage thereafter.

(o) "F.a.s. steamer" means that the produce is to be delivered free alongside the steamer, in suitable shipping condition (see definitions of "suitable shipping condition", paragraphs (j) and (k) of this section), in accordance with the terms of the contract, and that the buyer assumes all responsibility and risk of damage thereafter.

(p) "Delivered" or "delivered sale" means that the produce is to be delivered by the seller on board car, or truck or on dock if delivered by boat, at the market in which the buyer is located, or at such other market as is agreed upon, free of any and all charges for transportation or protective service. The seller assumes all risks of loss and damage in transit not caused by the buyer For example, a sale of "U.S. No. 1 potatoes delivered Chicago" means that the potatoes, when tendered for delivery at Chicago, shall meet all the requirements of the U.S. No. 1 grade as to quality and condition.

(q) "In transit", "roller", or "rolling car" means that the produce referred to is in possession of the transportation company and under movement from shipping point when the quotation is made, and that the car is moving over a route in line of haul between the point of origin and the market in which delivery is to be made, and has been so moving since date of shipment, without any delay attributable to the shipper or his agent. Unless otherwise specifically agreed, if a roller, rolling car, or a car in transit is sold f.o.b. shipping point, the buyer shall be deemed to have assumed only the lowest all-rail freight charges applicable for the shipment between the point of origin and the contract destination agreed upon between the parties together with such other charges which would have accrued if the car had been originally shipped direct to the contract destination: *Provided*, That the buyer is not liable for payment for protective services if the seller does not inform him of the kind and extent of such services ordered from the carrier.

(r) "Tramp car" or "tramp car sale" means that the produce has left the shipping point under a bill of lading issued prior to the day on which the quotation is made and has moved or is moving over a route out of line of haul with the market in which it is to be delivered or in which it is being offered or quoted, or has been moving over a route in line of haul between the point of origin and the market in which it is to be delivered or in which it is being offered or quoted, but has been delayed in transit by the seller, or has been held by the transportation company at diversion or other points en route awaiting instructions from the shipper and by such holding or delay has missed scheduled movement between points of shipment and the market in which it is to be delivered as the result of the transaction in question. Unless otherwise specifically agreed, if a "tramp car" is sold f.o.b. shipping point or a "tramp car sale" is made f.o.b. shipping point, the buyer shall be deemed to assume only the lowest authorized all-rail freight charges applicable for the shipment between the point of origin and the contract destination agreed upon between the parties, together with such other charges which would have accrued if the car had been originally shipped direct to the contract destination: *Provided*, That the buyer is not liable for payment for protective services if the seller does not inform him of the kind and extent of such services ordered from the carrier.

(s) "Rolling acceptance" means that the buyer accepts at time of purchase produce which is in the custody of the transportation company and under movement from shipping point, under the terms and conditions described in paragraphs (q) and (r) of this section, except that the buyer assumes full responsibility for transportation of the goods from time of purchase, has no recourse against the seller because of any change in condition after time of purchase unless the goods at the time of sale were not in suitable shipping condition, and has no right of rejection on arrival. The buyer's remedy under this method of purchase is by recovery of damages from the shipper and not by rejection of the shipment. By agreement between the parties, however, the purchase may be made subject to inspection at any specified point while the car is rolling or in transit and the point at which the buyer will assume transportation charges may be specified without affecting the time of acceptance of the commodity.

(t) "Rolling acceptance final" means the same as "Rolling acceptance" except that the buyer has no recourse against the seller because of any change in condition of the produce in transit. The buyer has recourse against the seller for any material breach of the contract providing the shipment is not rejected. The buyer's remedy under this type of contract is recovery of damages from the seller and not by rejection.

(u)(1) "Track sale" or "sale on track" means a sale of produce on track after transit and after inspection or opportunity for inspection by the buyer, or his agent, who shall be considered to have waived any right to reject the commodity so purchased upon receipt by him or his duly authorized representative from the seller or his duly authorized representative of the bill of lading, delivery order, or other document enabling him to obtain the goods from the carrier.

(2) The above definition shall not be construed as depriving the buyer of a right to reparation when the unloading of the car demonstrates that a part of the lading which was not accessible to inspection was of a quality or condition materially inferior to that portion which was accessible to inspection; but notice of intention to file a claim for reparation must be given the seller within 24 hours after receipt by the buyer of the delivery order or bill of lading.

(3) If the seller gives the date of arrival when quoting price, the buyer shall, in the absence of any written memorandum of sale to the contrary, assume all charges that accrue on the shipment from the date of its arrival. If the seller fails to furnish the date of arrival when quoting price the buyer may, in the absence of any written memorandum of sale which includes the date of arrival or specific written statement as to who shall assume such charges as have accrued after arrival, assume that the shipment arrived at point of sale on the day and date upon which the purchase was made, and shall be liable only for such charges as would properly attach to a shipment arriving on the date the purchase was made.

(v) "C.a.f.," "c.a.c.," and "c.i.f." mean "cost and freight," "cost and charges," and "cost, insurance, and freight," respectively. C.a.f. sales shall be deemed to be the same as f.o.b. sales, except that the selling price shall include the correct freight charges to destination. C.a.c. sales shall be deemed to be the same as f.o.b. sales, except that the selling price includes the correct freight and refrigeration or heater charges to destination. C.i.f. sales shall be deemed to be the same as f.o.b. sales, except that the selling price includes insurance and the correct freight and refrigeration or heater charges to destination.

(w) "Carload," "carlot," or "car" when used in offers, quotations, or contracts in which the quantity is not more definitely specified, and in the absence of well-established trade custom or standard as to size of a "carload," "carlot," or "car" of the produce in question, means not less than the minimum quantity required by the carrier's tariff applicable to the movement, and not more than 10 percent in excess of such minimum tariff requirements, except that, where the carrier's tariffs provide alternative rates and minimum, the buyer shall state which tariff minimum must be observed, and, in event of failure so to do, the shipper may exercise his discretion, in no case, however, exceeding the higher alternative minimum quantity provided by the tariff, with only such variations therefrom as are permitted by this paragraph.

(x) "Shipping-point inspection" means that the seller is required to obtain Federal or Federal-State inspection, or such private inspection as has been mutually agreed upon, to show the compliance of the lot sold with the quality, condition, and grade specifications of the contract, and that the seller assumes the risk incident to incorrect certification.

(y) "Shipping-point inspection final," or "inspection final" following the name of the State or point, as

"California inspection final," means that the seller is required to obtain Federal or Federal-State inspection, or such private inspection as has been mutually agreed upon, to show the compliance of the lot sold with the quality, condition, and grade specifications of the contract, and that the buyer assumes the risk incident to incorrect certification and is without recourse against the seller on account of quality, condition, and grade.

(z) "Subject approval Government inspection" means that the seller is required to obtain Federal or Federal-State inspection, or such private inspection as has been mutually agreed upon, and to correctly communicate, by wire or other agreed means, the statements on the certificate as to quality, condition and grade, and other essential information, whereupon the buyer, upon approval thereof, will be deemed to have accepted the produce without recourse against the seller on account of quality, condition, and grade.

(aa) "Guaranteed advance" used in connection with an advance payment on consigned produce means that the person making the advance guarantees that the net proceeds to the consignor shall at least equal the amount so advanced, and that the consignor cannot be held liable for any deficit resulting from the sale of the produce, if such deficit is not occasioned by or contributed to by an act of the consignor.

(bb) "Accommodation advance" or "regular advance", used in connection with an advance of money or credit against anticipated net proceeds to be realized from the sale of consigned produce, means that the consignor has received an advance of money or credit and that, if the consigned produce does not sell for enough to cover the cost of transportation and handling, including customary or agreed commission and the advance made to him, the consignor must return to the person making the advance a sum equal to the deficit sustained.

(cc) "Price arrival", in the absence of a contrary specific understanding, means that the produce is shipped either direct to the customer or to an agent of the consignor, for the benefit of the customer, the price to be subject to agreement between the customer and the consignor upon the arrival of the produce at the customer's destination, with sufficient time being permitted for inspection.

(dd) "F.o.b. inspection and acceptance arrival" means that the produce quoted or sold is to be placed by the seller free on board car or other agency of through transportation at shipping point, the cost of transportation to be borne by the buyer, but the seller to assume all risks of loss and damage in transit not caused by the buyer, who has the right to inspect the goods upon arrival and to reject them if, upon such inspection, they are found not to meet the specifications of the contract of sale at destination. The buyer may not reject without reasonable cause. Such a sale is f.o.b. only as to price and is on a delivered basis as to grade, quality, and condition.

(ee) "F.o.b. sale at delivered price" means the same as f.o.b., except that transportation charges from shipping point to destination shall be borne by the seller; that is, the sale is f.o.b. as to grade, quality, and condition, and delivered as to price.

(ff) "Purchase after inspection" means a purchase of produce after inspection or opportunity for inspection by the buyer or his agent. Under this term the buyer has no right of rejection and waives all warranties as to quality or condition, except warranties expressly made by the seller.

(gg) "Cash sale" means that the buyer is required to pay the seller within 24 hours after his acceptance of the shipment.

(hh) "Joint Account—Split Above" means that the receiving joint partner will pay promptly the agreed cost of the shipment to his joint partner. After disposition of the produce, the parties will divide equally the profits on the shipment after deduction of the cost of the shipment and proper expenses from the gross proceeds. The receiving joint partner will pay all expenses and cannot recover any loss resulting from the joint venture.

(ii) "Commercial Unit" means a single shipment of one or more perishable agricultural commodities tendered for delivery on a single contract, such commercial unit must be accepted or rejected in its entirety. Acceptance of a commercial unit does not modify the parties' existing contractual rights and responsibilities.

[25 FR 4853, June 2, 1960, as amended at 26 FR 12209, Dec. 21, 1961. Redesignated at 28 FR 7067, July 11, 1963, and amended at 44 FR 50576, Aug. 29, 1979]

GOOD DELIVERY STANDARDS

§ 46.44 Good delivery.

Unless otherwise agreed to between the contracting parties, "Good Delivery" in connection with f.o.b. contracts of purchase and sale means that the commodity meets the requirements of the contract at time of loading or sale and, if the shipment is handled under normal transportation service and conditions, will meet the following additional requirements on delivery at the contract destination:

(a) *Lettuce.* (1) If the contract specifies a U.S. grade, the lettuce may contain an average of not more than 3 percent condition defects, including not more than 2 percent decay affecting any portion of the head exclusive of wrapper leaves in excess of the destination tolerances provided for the applicable grade in the U.S. Standards for Grades of Lettuce. (For example, the U.S. No. 1 grade provides a 12 percent tolerance for damage at destination. If a lot contains 5 percent damage by permanent grade factors, 7 percent of the tolerance can be applied to damage by condition factors. The additional 3 percent Good Delivery tolerance would then allow a total of 10 percent damage by condition factors in this shipment at destination.)

(2) If the contract does not specify a U.S. grade or percentage of condition defects, the lettuce at destination may contain a maximum of 15 percent, by count, of the heads in any lot which are damaged by condition defects, including therein not more than 9 percent serious damage of which not more than 5 percent may be decay affecting any portion of the head exclusive of wrapper leaves. Sales made on a percentage of a U.S. grade, without specifying the percentage of condition defects separately from the permanent defects, fall under this provision, and the lettuce may not contain more than a total of 15 percent condition defects at destination. However, if the condition defects are specified, provision No. 3 will apply.

(3) If the contract specifies a percentage of individual or combined condition defects, the lettuce at destination may contain either of the following, whichever is greater:

(i) One and one-half times the specified percentage of damage or serious damage by condition defects: *Provided,* That, if serious damage is not specified, one-half of the allowance at destination may be serious damage, including therein not more than one-quarter of the total allowance may be decay affecting any portion of the head exclusive of wrapper leaves. (For example, a lot sold as "16 percent tipburn" could have a total of 24 percent damage by tipburn at destination, including not more than 12 percent serious damage of which not more than 6 percent may be decay affecting any portion of the head exclusive of wrapper leaves.) or

(ii) Up to 15 percent, by count, of the heads in any lot which are damaged by condition defects, including therein not more than 9 percent serious damage of which not more than 5 percent may be decay affecting any portion of the head exclusive of wrapper leaves.

Unless otherwise agreed to by the parties, condition defects will be considered to be damage as defined in the U.S. Standards for Lettuce.

(4) If the contract clearly indicates by descriptive terms that the lettuce is of inferior quality, larger allowances for damage by condition defects than those specified above will be applied.

(5) If the buyer and the seller agree to percentages for defects at destination, higher or lower than those specified above, such percentages will determine whether good delivery is made.

[26 FR 12209, Dec. 21, 1961. Redesignated at 28 FR 7067, July 11, 1963]

MISREPRESENTATION OR MISBRANDING

§ 46.45 Procedure in administering section 2(5) of the Act.

It is a violation of section 2(5) for a commission merchant, dealer or broker to misrepresent by word, act, mark, stencil, label, statement, or deed, the character, kind, grade, quality, quantity, size, pack, weight, condition, degree of maturity, or State, country, or region of origin of any perishable agricultural commodity received, shipped, sold, or offered to be sold in interstate or foreign commerce.

(a) *Violations.* Violations are considered to be serious, very serious, or repeated and/or flagrant, depending upon the circumstances of the misrepresentation.

(1) *Serious violations.* Include the following:

(i) Any lot of a perishable agricultural commodity shown by official inspection to contain scorable defects, off-size, off-count, exceeding the tolerance(s) in an amount up to and including double the tolerance provided in the applicable grades, standards or inspection procedures;

(ii) Any lot of perishable agricultural commodity officially certified as failing to meet the declared weight;

(iii) Any lot of a perishable agricultural commodity in which the State, country, or region of origin of the produce is misrepresentated because the lot is made up of containers with various labels or markings that reflect more than one incorrect State, country or region of origin. Example: A lot with containers individually marked to show the origin as Idaho or Maine or Colorado when the produce was grown in Wisconsin; or

(iv) Any other physical act, verbal or written declaration, or record entry that misrepresents a lot of a perishable agricultural commodity to the same extent as the examples listed.

(2) *Very serious violations.* Include the following:

(i) Any lot of a perishable agricultural commodity shown by official inspection to contain scorable defects, off-size, off-count, in excess of double the tolerance(s) provided in the applicable grades, standards or inspection procedures;

(ii) Any lot of a perishable agricultural commodity packed in containers showing a single point of origin, which is other than that in which the produce was grown, such as containers marked "California" when the produce was grown in Arizona;

(iii) Any lot of a perishable agricultural commodity officially certified as having an average net weight more than four percent below the declared weight;

(iv) Multiple sales or shipments of a misrepresented perishable agricultural commodity within a seven day period that can be attributed to one cause; or

(v) Any other physical act, verbal or written declaration, or record entry that misrepresents a lot of a perishable agricultural commodity to the same extent as the examples listed.

(3) *Flagrant violations.* Include, but are not necessarily limited to, the following examples:

(i) Shipment or sale of a lot of a perishable agricultural commodity from shipping point after notification by official inspection that the inspected commodity fails to comply with any marking on the container without first correcting the misbranding;

(ii) To offer for resale or consignment, a lot of a perishable agricultural commodity that has been officially inspected at destination and found to be misbranded without advising a prospective receiver that the lot is misbranded and that the misbranding must be corrected before resale. When a resale or consignment is finalized, *written* notice must be given that the lot is misbranded and must be corrected before resale; or

(iii) To withhold or fail to disclose known material facts with respect to a misrepresentation or misbranding.

(b) *Evidence.* (1) Evidence concerning a misrepresentation or misbranding includes official certificates of an inspection made by any person authorized by the Department to inspect fruits and vegetables or other public certifiers, and includes investigations and audit findings and any business records, testimony or other evidence bearing on the subject.

(2) When a lot of a perishable agricultural commodity has been officially inspected, and certification is made

that the descriptive container markings are correct, but a subsequent inspection reverses the original findings, both inspection certificates will be accepted as evidence to show that the shipper/seller has *not* misrepresented the lot. The receiver of the commodity will be in violation if the misrepresentation is not corrected before the commodity is shipped, sold or offered for resale.

(c) *Sanctions*—(1) *Informal.* When liability for a violation of section 2(5) of the Act is to be settled informally, the violator may:

(i) Be given written warnings; or

(ii) Be given notice that liability for a violation may be settled by admitting the violation in writing and paying a penalty in an amount satisfactory to the Secretary in lieu of formal disciplinary action. In the event of a formal proceeding to suspend or revoke the license of such person because he has committed other violation(s), the admitted violation(s) will not be used to support the formal complaint but may be admitted to show a course of conduct prior to the filing of the formal complaint;

(iii) The schedule for informal disposition is as follows:

Violation		Disposition
1st		(1)
2d		(1)
	(2)	(3)
3d	$200	$250
4th	350	500
5th	500	1,000
6th	1,000	2,000
7th	2,000	2,000

[1] Warning letter

[2] If serious violation

[3] Very serious violation

Informal disposition of misrepresentation violations is not limited to seven occurrences and will be considered for further violations.

(2) *Formal.* Formal proceedings to suspend or revoke a license may be instituted at any time against a person who has committed repeated and/or flagrant violations.

(d) *Cumulative record.* A cumulative record of licensee's misrepresentation violations will be maintained with the following limitations:

(1) Two years after the date it was committed or after payment of a monetary penalty, the violation will not be used as a basis for instituting formal disciplinary action. However, it may be cited as a part of the pattern of violations if formal proceedings are instituted and will be used in determining the level of monetary penalty for informal settlements.

(2) The record of violations *not* involved in formal proceedings will be expunged if there are no violations during a twenty-four (24) month period from the date of the most recent violation, or after thirty-six (36) months from the date of said violation, unless it was made a part of a formal disciplinary complaint.

(e) *Summary of procedure*—(1) *Compilation of authority.* The rules defining misrepresentation, including misbranding, and for determining liability and disposition of violations are contained in the Act (7 U.S.C. 499 *et seq.*), in particular sections 2(5) and 8 (7 U.S.C. 449b(5) and 499h), § 46.45 of the Regulations (7 CFR 46.45), the Rules of Practice Governing Formal Adjudicatory Administrative Proceedings Instituted By the Secretary (7 CFR 1.130 *et seq.*), and in the Administrative Procedure Act (5 U.S.C. 551 *et seq.*).

(2) *Evidence of misrepresentation.* Evidence of misrepresentation or misbranding violations includes results of official inspections, audit findings, business records, or other documentation or testimony bearing on the subject. When a lot of fruits and vegetables has been officially inspected, and certification made that the descriptive markings on the container do not misrepresent the produce, but a subsequent inspection reverses the original finding (such as to grade, size, weight, etc.), the shipper/seller will *not* be charged with violation of the Act. However, the misrepresentation must be corrected before the lot is shipped, sold, or offered for resale.

(3) *Warning letters.* When informal settlement of liability is appropriate, violators are given two written warnings and an opportunity to take preventive action before formal action is

considered. Warning letters include an explanation of the requirements of the Act and recommendations of actions which the violator can take to avoid future violations.

(4) *Informal sanctions.* Violations subsquent to the sending of the warning letters referred to above, other than flagrant violations, may be settled informally pursuant to paragraph (c)(1) of this section. This procedure permits the violator to resolve the matter by payment of a monetary penalty pursuant to a schedule set out in lieu of a formal proceeding.

(5) *Formal sanctions.* In cases involving repeated or flagrant violations of the Act, formal proceedings seeking the suspension or revocation of the violator's license may be instituted pursuant to the Rules of Practice governing such matters (7 CFR 1.130 *et seq.*). Except in cases of willfulness or where the public health, interest, or safety requires otherwise, a violator must be given written warning and opportunity to demonstrate or achieve compliance with the Act before its license can be suspended or revoked (5 U.S.C. 551 *et seq.*). The warning letters referred to above serve this purpose. If formal proceedings are instituted, the violator is afforded an oral hearing, if requested, before an Administrative Law Judge, an opportunity to appeal an adverse decision to the Department's Judicial Officer, and a further opportunity to appeal an adverse final decision to the appropriate United States Circuit Court of Appeals.

(6) *Use of record of misrepresentation.* A cumulative record of misrepresentation is maintained. It is used as a basis for determining whether a warning letter should be considered, and, if so, the amount of monetary penalty which is appropriate, or whether there is cause for instituting a formal disciplinary proceeding seeking suspension or revocation of the violator's license. But after payment of a monetary penalty or after two years from the date of the last violation, no formal disciplinary use can be made of the previous record of violation. The record of misrepresentation shall be erased if there are no further violations in the twenty-four (24) month period immediately following the most recent violation, or after 36 months from the date of each individual violation unless it is involved in formal disciplinary proceedings.

[43 FR 4964, Feb. 7, 1978, as amended at 46 FR 22746, Apr. 21, 1981; 47 FR 21234, May 18, 1982]

STATUTORY TRUST

§ 46.46 Statutory trust.

(a) *Scope.* The requirements of this section cover all transactions existing as of and entered into on or after the effective date of these regulations which have been issued pursuant to Pub. L. 98-273.

(b) *Definitions.* (1) "Received" means the time when the buyer, receiver, or agent gains ownership, control, or possession of the perishable agricultural commodities: *Provided,* That when perishable agricultural commodities have not been received as described above, and where there is a rejection without reasonable cause as provided in § 46.2(bb) and (cc), the goods will be considered to have been received when proffered.

(2) "Dissipation" means any act or failure to act which could result in the diversion of trust assets or which could prejudice or impair the ability of unpaid suppliers, sellers, or agents to recover money owed in connection with produce transactions.

(3) "Default" means the failure to pay promptly money owed in connection with transactions in perishable agricultural commodities; *i.e.*, within the period of time applicable to the type of transaction as established by the provisions of the regulations (§ 46.2(aa)), or as otherwise agreed upon by the parties.

(4) "Calendar days" as used in section 5(c) 3 of the Act means every day of the week, including Saturdays, Sundays, and holidays, except that if the thirtieth calendar day falls on a Saturday, Sunday, or holiday, the final day with respect to the time for filing a written notice of intent to preserve the benefit of the trust shall be the next day upon which there is postal delivery service.

(c) *Trust assets.* The trust is made up of perishable agricultural commodities received in all transactions, all inventories of food or other products derived from such perishable agricultural commodities, and all receivables or proceeds from the sale of such commodities and food or products derived therefrom. Trust assets are to be preserved as a nonsegregated "floating" trust. Commingling of trust assets is contemplated.

(d) *Trust benefits.* (1) When a seller, supplier or agent who has met the eligibility requirements of paragraphs (f) (1) and (2) of this section transfers ownership, possession, or control of goods to a commission merchant, dealer, or broker, it automatically becomes eligible to participate in the trust. Participants who preserve their rights to benefits in accordance with paragraph (g) of this section remain beneficiaries until they are paid in full.

(2) Commission merchants, dealers, and brokers acting on behalf of others have the duty to preserve their principals' rights to trust benefits by filing timely written notice with their customers and with the Secretary in accordance with paragraph (g) of this section. The responsibility for filing the notice to protect the principals' rights is obligatory and cannot be avoided by the agent or receiver by means of a contract provision. Persons acting as agents also have the responsibility to negotiate contracts which entitle their principals to the protection of the trust provisions: *Provided,* That a principal may elect to waive its right to trust protection. To be effective, the waiver must be in writing and separate and distinct from any agency contract, must be signed by the principal prior to the time affected trading contracts are negotiated, must clearly state the principal's intent to waive its right to become a trust beneficiary on a given transaction, or a series of transactions, and must include the date the agent's authority to act on its behalf expires. In the event an agent fails to perform the duty of protecting its principal's rights to trust benefits, it may be held liable to the principal for damages. The principal must preserve its rights to trust benefits by filing appropriate notices with the agent and/or the buyer and the Secretary in accordance with paragraph (g) of this section.

(e) *Trust maintenance.* (1) Commission merchants, dealers and brokers are required to maintain trust assets in a manner that such assets are freely available to satisfy outstanding obligations to sellers of perishable agricultural commodities. Any act or omission which is inconsistent with this responsibility, including dissipation of trust assets, is unlawful and in violation of section 2 of the Act, (7 U.S.C. 499b).

(2) Agents who sell perishable agricultural commodities on behalf of a principal are required to preserve the principal's rights as a trust beneficiary as set forth in § 46.2(z), (aa) and paragraphs (d), (f), and (g) of this section. Any act or omission which is inconsistent with this responsibility, including failure to give timely notice of intent to preserve trust benefits, is unlawful and in violation of section 2 of the Act, (7 U.S.C. 499b).

(f) *Prompt payment and eligibility for trust benefits.* (1) The times for prompt accounting and prompt payment are set out in § 46.2(z) and (aa). Parties who elect to use different times for payment must reduce their agreement to writing before entering into the transaction and maintain a copy of their agreement in their records, and the times of payment must be disclosed on invoices, accountings, and other documents relating to the transaction.

(2) The maximum time for payment for a shipment to which a seller, supplier, or agent can agree and still qualify for coverage under the trust is 30 days after receipt and acceptance of the commodities as defined in § 46.2(dd) and paragraph (b)(1) of this section.

(3) The trust provisions do not apply to transactions between a cooperative association (as defined in section 15(a) of the Agricultural Marketing Act (12 U.S.C. 1141j(a)), and its members.

(4) The amount claimable against the trust by a beneficiary or grower will be the net amount due after allowable deductions of contemplated expenses or advances made in connection with the transaction by the commission merchant, dealer, or broker.

(g) *Filing notice of intent to preserve trust benefits.* (1) Notice of intent to preserve benefits under the trust must be in writing, given to the debtor, and filed with the Secretary within 30 calendar days:

(i) After expiration of the time prescribed by which payment must be made pursuant to regulation,

(ii) After expiration of such other time by which payment must be made as the parties have expressly agreed to in writing before entering into the transaction, but not longer than the time prescribed in paragraph (f)(2) of this section, or

(iii) After the time the supplier, seller or agent has received notice that a payment instrument promptly presented for payment has been dishonored.

Failures to pay within the time periods set forth in paragraphs (g)(1)(i) and (ii) of this section constitute defaults.

(2) Timely filing of a notice of intent to preserve trust benefits by a trust beneficiary will be considered to have been made if written notice is given to the debtor and filed with the Secretary by delivery at the headquarters office or a regional office of the P.A.C.A. Branch of the Fruit and Vegetable Division, Agricultural Marketing Service, within 30 calendar days after default as described above in paragraph (b)(3) of this section.

(3) An appropriate notice of intent to preserve trust benefits must be in writing, must include the statement that it is a notice of intent to preserve trust benefits, and must include information which establishes for each shipment:

(i) The name and addresses of the trust beneficiary, seller-supplier, commission merchant, or agent and the debtor, as applicable,

(ii) The date of the transaction, commodity, contract terms, invoice, price, and the date payment was due,

(iii) The date of receipt of notice that a payment instrument has been dishonored (if appropriate),

(iv) The amount past due and unpaid.

(Sec. 1, 46 Stat. 531, as amended; 7 U.S.C. 499a *et seq.*)

[49 FR 45740, Nov. 20, 1984]

OMB CONTROL NO.

§ 46.47 OMB control numbers assigned pursuant to the Paperwork Reduction Act.

The information collection requirements contained in this part have been approved by the Office of Management and Budget (OMB) under the provisions of 44 U.S.C. Chapter 35 and have been assigned OMB Control No. 0581-0031.

[49 FR 23826, June 8, 1984]

PART 47—RULES OF PRACTICE UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT

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AUTHORITY: Sec. 15, 46 Stat. 537, as amended; 7 U.S.C. 499*o*.

SOURCE: 10 FR 2209, Feb. 27, 1945, unless otherwise noted.

EDITORIAL NOTE: For nomenclature changes to Part 47, see 11 FR 224, Jan. 4, 1946; 19 FR 57, Jan. 6, 1954; and 20 FR 1830, Mar. 25, 1955.

GENERAL PROVISIONS

§ 47.1 Meaning of words.

Words in the regulations in this part in the singular form shall be deemed to import the plural, and vice versa, as the case may demand.

§ 47.2 Definitions.

As used in the regulations in this part, the terms as defined in section 1 of the Act shall apply with equal force and effect. Unless otherwise defined, the following terms whether used in the regulations in this part, in the Act, or in the trade shall be construed as follows:

(a) "Act" means the Perishable Agricultural Commodities Act, 1930, approved June 10, 1930, as amended (46 Stat. 531, 7 U.S.C., 499a *et seq.*, and 499b), and legislation supplementary thereto and amendatory thereof.

(b) "Department" means the United States Department of Agriculture.

(c) "Secretary" means the Secretary of Agriculture of the United States, or any officer or employee of the Department to whom authority has heretofore been delegated, or to whom authority may hereafter be delegated, to act in his stead.

(d) "Service" means the Agricultural Marketing Service, United States Department of Agriculture.

(e) "Deputy Administrator" means the Deputy Administrator for Marketing Services of the Service, or any officer or employee of the Service to whom authority has heretofore lawfully been delegated, or to whom authority may hereafter lawfully be delegated, to act in his stead.

(f) "General Counsel" means the General Counsel of the Department or any employee of the Office of the General Counsel to whom the authority to act in his stead has heretofore been or may hereafter be delegated.

(g) "Division" means the Fruit and Vegetable Division of the Service.

(h) "Director" means the Director of the Division or any officer or employee of the Division to whom authority has heretofore lawfully been delegated, or to whom authority may hereafter lawfully be delegated by the Director, to act in his stead.

(i)(1) "Examiner". In connection with reparation proceedings, the term "examiner" is synonymous with "presiding officer" and means any attorney employed in the Office of the General Counsel of the Department.

(2) "Administrative Law Judge." In connection with disciplinary proceedings, the terms "Administrative Law Judge" or "Judge" means any Administrative Law Judge appointed pursuant to 5 U.S.C. 3105, assigned to conduct the proceeding.

(j)(1) "Examiner's report". In connection with reparation proceedings, "examiner's report" means the examiner's report to the Secretary, and includes the examiner's proposed (i) findings of fact and conclusions with respect to all material issues of fact, law or discretion, as well as the reasons or basis therefore, (ii) order and

(iii) rulings on findings, conclusions and orders submitted by the parties.

(2) "Initial decision". In connection with disciplinary proceedings, "initial decision" or "decision" means the initial decision of an Administrative Law Judge, and includes the Administrative Law Judge's (i) findings of fact and conclusions with respect to all material issues of fact, law or discretion, as well as the reasons or basis therefor, (ii) order and (iii) rulings on findings, conclusions and order submitted by the parties.

(k) "Hearing" means that part of the proceeding which involves the submission of evidence and may or may not include an oral hearing.

(l) "Hearing Clerk" means the Hearing Clerk, United States Department of Agriculture, Washington, D.C. 20250.

(m) "Disciplinary proceeding" means any proceeding (other than a reparation proceeding) arising under the Act, in which proceeding it is required by law that the order or other determination duly issued shall be made only after an opportunity for a hearing, and, if a hearing be held, only upon the basis of a record made in the course of such hearing.

(n) "Reparation proceeding" means a proceeding in which money damages are claimed and in which the Department is not a party.

(o) "Party" includes the Department in those instances in which a proceeding is instituted upon moving papers filed by an officer or employee of the Department in an official capacity.

(p) "Complainant" means the party upon whose moving paper the proceeding is instituted.

(q) "Respondent" means the party proceeded against, whether the proceeding is instituted by the Department or by a private person.

(r) "Moving paper" means any formal complaint, petition, or order to show cause, by virtue of which a proceeding under the Act is instituted.

[10 FR 2209, Feb. 27, 1945; 10 FR 8685, July 13, 1945, as amended at 11 FR 224, Jan. 4, 1946; 12 FR 5483, Aug. 13, 1947; 19 FR 57, Jan. 6, 1954; 38 FR 30445, Nov. 5, 1973]

§ 47.3 Institution of proceedings.

(a) *Informal complaints.* (1) Any interested person (including any officer or agency of any State or Territory having jurisdiction over commission merchants, dealers, or brokers in such State or Territory, and any employee of the Department) desiring to complain of any violation of any provision of the Act by any commission merchant, dealer, or broker may file with the Director an informal complaint. Informal complaints may be made the basis of either a disciplinary complaint, or a claim for damages, or both. If the informal complaint is to be made the basis of a claim for damages, it must be filed within 9 months after the cause of action accrues; if the informal complaint is not to be made the basis of a claim for damages, it may be filed at any time within 2 years after the violation of the Act occurred: *Provided,* That the 2-year limitation herein prescribed shall not apply to complaints charging flagrant or repeated violations of the Act.

(2) Informal complaints may be made by telegram, by letter, or by a preliminary statement of facts, setting forth the essential details of the transaction complained of. So far as practicable, every such informal complaint shall state such of the following items as may be applicable:

(i) The name and address of each person and of the agent, if any, representing him in the transaction involved;

(ii) Quantity and quality or grade of each kind of produce shipped;

(iii) Date of shipment;

(iv) Car initial and number, if carlot;

(v) Shipping and destination points;

(vi) If a sale, the date, sale price, and amount actually received;

(vii) If a consignment, the date, reported proceeds, gross net;

(viii) Amount of damages claimed, if any; and

(ix) Statement of other material facts including terms of contract.

(3) The informal complaint should, so far as practicable, be accompanied by true copies of all available papers relating to the transaction complained about, including shipping documents, letters, telegrams, invoices, manifests,

inspection certificates, accounts sales, and any special contracts or agreements.

(b) *Investigations and disposition of informal complaints.* (1) Upon receipt of all the information and supporting evidence submitted by the person filing the informal complaint, the Director shall cause such investigation to be made as, in his opinion, is justified by the facts. If such investigation discloses that no violation of the Act has occurred, no further action shall be taken and the person filing the informal complaint shall be so informed.

(2) If the statements in the informal complaint and the investigation thereunder seem to warrant such action, and, in any case except one of wilfullness or one in which public health, interest or safety otherwise requires, which may result in the suspension or revocation of a license, the Director, in an effort to effect an amicable or informal adjustment of the matter, shall give written notice to the person complained against of the facts or conduct concerning which complaint is made, and shall afford such person an opportunity, within a reasonable time fixed by the Director, to demonstrate or achieve compliance with the applicable requirements of the Act and regulations promulgated thereunder.

(c) *Status of person filing informal complaint.* The person filing an informal reparation complaint shall not be a party to any disciplinary proceeding which may be instituted as a result of the informal complaint, and such person shall have no legal status in any such proceeding, except as he may be subpenaed as a witness or his deposition taken without expense to him.

[10 FR 2211, Feb. 27, 1945, as amended at 12 FR 1025, Feb. 13, 1947]

§ 47.4 Service; proof of service.

Service of all papers and documents required to be served on the parties in any proceeding under these rules shall be made by the Division, unless otherwise provided herein or directed by an examiner or the Secretary, and shall be made either (a) by registering or certifying and mailing a copy of the document or paper, addressed to the individual, partnership, corporation, organization, or association, or to his or its attorney or agent of record, at his or its last known principal office, place of business, or residence; or (b) if such registered or certified matter is returned undelivered for any reason, by mailing by regular mail a copy of the document or paper, addressed to such individual, partnership, corporation, organization, or association, or to his or its attorney or agent of record, at his or its last known principal office, place of business, or residence; or (c) by leaving a copy of the document or paper at the principal office, or place of business, or residence, of such individual, partnership, corporation, organization, or association, or of his or its attorney or agent of record and by mailing by regular mail another copy to such person at such address; or (d) by delivering a copy of the document or paper to the individual to be served, or to a member of the partnership to be served, or to the president, secretary, or, other executive officer or any director of the corporation, organization, or association to be served, or to the attorney or agent of record of such individual, partnership, corporation, organization, or association. Proof of service hereunder by a person other than an employee of the Department or a United States Marshal or his deputy shall be made by the affidavit of the person who actually made the service. Proof of service hereunder by an employee of the Department or a United States Marshal or his deputy shall be made by the certificate of the person who actually made the service: *Provided,* That if the service be made by registered or certified mail, as outlined in (a) of this section, proof of service shall be made by the return post-office receipt, except that, if the registered or certified matter is returned undelivered for any reason, proof of service may be made by the certificate of the person who thereafter mailed the same matter by regular mail. The affidavit, certificate, or postoffice receipt contemplated herein shall be filed with the hearing clerk.

[24 FR 10055, Dec. 12, 1959]

§ 47.5 Scope and applicability of rules of practice.

Sections 47.6 through 47.25 shall be applicable to the procedure governing the filing and disposition of formal complaints in reparation proceedings. Sections 47.47 through 47.68 shall be applicable to the proceedings for determining whether a person is responsibly connected with a licensee under the Perishable Agricultural Commodities Act. Sections 47.1 through 47.5 and § 47.46 shall be applicable to all proceedings under §§ 47.6 through 47.25 of these regulations in this part. Sections 47.1 and 47.2, except for § 47.2 (i) through (r), shall be applicable to all proceedings under §§ 47.47 through 47.68 of the regulations in this part. In addition, except to the extent they are inconsistent with the provisions of 7 CFR 1.130 through 1.151, 7 CFR 47.1 through 47.5 and § 47.46 are also applicable to procedures governing the filing and disposition of formal complaints and other moving papers relating to administrative proceedings to enforce the Act pursuant to 7 CFR 1.130 through 1.151.

[43 FR 30787, July 18, 1978]

RULES APPLICABLE TO REPARATION PROCEEDINGS

§ 47.6 Formal complaints.

(a) *Filing; contents; number of copies.* If the procedure provided in § 47.3(b) fails to effect an amicable or informal adjustment and indicates the probability of a violation of the Act, the person filing the informal complaint may, if further proceedings are desired, file with the Division a formal complaint setting forth the information and accompanied by the papers indicated in § 47.3(a) (2) and (3) including a statement of the amount of damages claimed, with the basis therefor, and the method of determination. The original and three copies shall be furnished for filing, and service on the respondent. If there is more than one respondent, a further copy shall be furnished for each additional respondent.

(b) *Bond required if complainant is non-resident.* If formal complaint for reparation is filed by a non-resident of the United States, complainant shall first file a bond in double the amount of the claim either with a surety company approved by the Treasury Department of the United States as surety or with two personal sureties, each of whom shall be a citizen of the United States and shall qualify as financially responsible for the entire amount of the bond. The bond shall run to the respondent and be conditioned upon the payment of costs, including reasonable attorney's fees, for the respondent if the respondent shall prevail, and of any reparation award that may be issued by the Secretary against the complainant on any counterclaim asserted by respondent: *Provided,* That the furnishing of a bond shall be waived if the complainant is a resident of a country which permits filing of a complaint by a resident of the United States against a citizen of that country without the furnishing of a bond.

(c) *Service upon respondent; proof of service.* If, upon receipt by the Division of the formal complaint, the complaint is found to be in proper form, a copy thereof shall be served by the Division upon the respondent in accordance with § 47.4. If the complaint is not in the proper form, the Division shall return it and inform the complainant of the deficiencies therein.

(d) *Amendments.* At any time prior to the close of the hearing, the complaint may be amended; but, in case of an amendment adding new provisions, the hearing shall, if the respondent so requests, be adjourned for a reasonable time to be determined by the examiner: *Provided,* That, if the amendment introduces a new or different cause of action, it must be filed within 9 months after the cause of action accrued. Amendments subsequent to the first amendment or subsequent to the filing of an answer by the respondent may be made only with leave of the examiner or with the written consent of the adverse party.

§ 47.7 Report of investigation.

Where the facts and circumstances are deemed by the Director to warrant such action, the Division shall serve upon each of the parties a copy of the report made by the Division in connection with its investigation of the informal or formal complaint. Whenever the Secretary, or the Director, or the examiner deems it necessary, a supplemental investigation shall be made by the Division and a copy of the report thereon shall be served upon the parties. If an answer is filed by respondent, a copy of any report or reports of investigation served upon the parties shall be filed with the hearing clerk and shall be considered as part of the evidence in the proceeding: *Provided,* That either party shall be permitted to submit evidence in rebuttal in the same manner as is provided in the regulations in this part for the submission of other evidence in the proceeding.

[24 FR 10055, Dec. 12, 1959]

§ 47.8 The answer.

(a) *Filing and service.* Within 20 days after service of the formal complaint, unless extension of time has been requested and granted, the respondent may file with the Division, an answer, in triplicate, signed by the respondent or his attorney. A copy of the answer shall be served upon the complainant by the Division as provided in § 47.4.

(b) *Contents.* Such answer shall contain (1) a precise statement of the facts which constitute the grounds of defense, including any set-off or counterclaim, and shall specifically admit, deny, or explain each of the allegations of the complaint, unless respondent is without knowledge, in which case the answer shall so state; or (2) a statement that the respondent admits all of the allegations of the complaint; or (3) a statement containing an admission of liability in an amount less than that alleged in the complaint (in which event, an order may be made, pursuant to section 7(a) of the Act, directing payment of the undisputed amount), and a denial, as in paragraph (b)(1) of this section, of liability for the remaining amount. The answer may contain a waiver of hearing.

(c) *Failure to file answer; effect of.* Failure to file an answer within the time prescribed shall constitute a waiver of hearing and an admission of the facts alleged in the complaint. If the facts deemed admitted are considered insufficient to support the amount of reparation sought, the proceeding shall continue on the question of damages only.

(d) *Procedure upon admission of facts.* Upon the admission, in the answer or by failure to file an answer, of all the material allegations of fact contained in the complaint, an order may be issued without further procedure, official notice being taken of the license status of the respondent and the date of filing of the informal complaint, as disclosed by the records of the Department.

[10 FR 2212, Feb. 27, 1945, as amended at 24 FR 10055, Dec. 12, 1959]

§ 47.9 The reply.

(a) *Filing and service.* If the answer asserts a counterclaim or a set-off, the complaining party, within 10 days after receipt of the answer, may file a reply with the Division. A copy of the reply shall be served upon the respondent by the Division as provided in § 47.4.

(b) *Contents.* The reply shall be confined strictly to the matters alleged in the counterclaim or set-off in the answer. It shall contain a precise statement of the facts which constitute the grounds of defense to the counterclaim or set-off, unless the complainant is without knowledge, in which case the reply shall so state.

(c) *Failure to file reply.* Failure to file a reply shall not be deemed a waiver of hearing or an admission of the allegations contained in the answer. If no reply is filed, the allegations of the answer shall be regarded as denied.

§ 47.10 Docketing of proceeding.

Immediately following the expiration of the period of time heretofore prescribed for the filing of the answer or reply, the Division shall transmit all of the papers which have been filed in the proceeding to the hearing clerk, who shall assign a docket number to the proceeding. Thereafter the proceeding may be identified by such number.

§ 47.11 Examiners.

(a) *Disqualification.* No person who (1) has any pecuniary interest in any matter of business involved in the proceeding, or (2) is related within the third degree by blood or marriage to any of the persons involved in the proceeding shall serve as examiner in such proceeding.

(b) *Request for disqualification of examiner.* Any party may file with the hearing clerk a timely request, in affidavit form, for the disqualification of the examiner, which request shall set forth with particularity the grounds of alleged disqualification. After such investigation or hearing as the Secretary may deem necessary, he shall either deny or grant the request. If the request is granted, another examiner shall be assigned to the proceeding. If the request is denied, the request, any record made thereon, and the finding and order of the Secretary thereon shall be made a part of the record.

(c) *Powers.* Subject to review by the Secretary, as provided elsewhere in the regulations in this part, the examiner, in any proceeding assigned to him, shall have power to:

(1) Rule upon motions and requests;

(2) Set the time and place of hearing, adjourn the hearing from time to time, and change the time and place of hearing;

(3) Administer oaths and affirmations and take affidavits;

(4) Issue subpoenas requiring the attendance and testimony of witnesses and the production of books, contracts, papers, and other documentary evidence;

(5) Summon and examine witnesses and receive evidence;

(6) Take, or order (over the facsimile signature of the Secretary) the taking of, depositions;

(7) Admit or exclude evidence;

(8) Hear oral argument on facts or law;

(9) Do all acts and take all measures necessary for the maintenance of order at the hearing and for the efficient conduct of the proceeding.

(d) *Who may act in absence of examiner.* In case of the absence, illness, resignation, or death of the examiner who has been assigned to a proceeding, or, in case the General Counsel determines that, for other good cause, such examiner should not act, the powers and duties to be performed by him under these rules of practice in connection with such proceeding may, subject to the provisions of paragraph (a) of this section, be assigned to another examiner.

[10 FR 2212, Feb. 27, 1945; 11 FR 224, Jan. 4, 1946, as amended at 24 FR 10055, Dec. 12, 1959; 38 FR 30445, Nov. 5, 1973]

§ 47.12 Intervention.

At any time after the institution of a proceeding and before it has been submitted to the Secretary for final consideration, the Secretary or the examiner may, upon petition in writing and for good cause shown, permit any person to intervene therein. The petition shall state with preciseness and particularity:

(a) The petitioner's relationship to the matters involved in the proceeding; (b) the nature of the material he intends to present in evidence; (c) the nature of the argument he intends to make; and (d) any other reason that he should be allowed to intervene.

§ 47.13 Motions and requests.

(a) *General.* (1) All motions and requests made after the formal filing of the proceeding with the hearing clerk shall be filed with the hearing clerk, except that those made during an oral hearing may be stated orally and made a part of the transcript.

(2) The examiner may rule upon all motions and requests filed or made prior to the transmittal of the record to the Secretary as hereinafter provided. The Secretary shall rule upon all motions and requests filed after that time.

(b) *Certification to Secretary.* The submission or certification of any motion, request, objection, or other question to the Secretary prior to the transmittal of the record to the Secretary as hereinafter provided shall be in the discretion of the examiner.

[10 FR 2209, Feb. 27, 1945; 11 FR 224, Jan. 4, 1946, as amended at 38 FR 30445, Nov. 5, 1973]

§ 47.14 Prehearing conferences.

In any proceeding in which it appears that such procedure will expedite the proceeding, the examiner, at any time prior to or during the course of the oral hearing, may request the parties or their counsel to appear at a conference before him to consider (a) the simplification of issues; (b) the necessity or desirability of amendments to pleadings; (c) the possibility of obtaining stipulations of fact and of documents which will avoid unnecessary proof; (d) the limitation of the number of expert or other witnesses; or (e) such other matters as may expedite and aid in the disposition of the proceeding. No transcript of such conference shall be made, but the examiner shall prepare and file for the record a written summary of the action agreed upon or taken at the conference, which shall incorporate any written stipulations or agreements made by the parties at the conference or as a result of the conference. If the circumstances are such that a conference is impracticable, the examiner may request the parties to correspond with him for the purpose of accomplishing any of the objects set forth in this section. The examiner shall forward copies of letters and documents to the parties as the circumstances require. Correspondence in such negotiations shall not be a part of the record, but the examiner shall submit a written summary for the record if any agreement is reached or action is taken.

§ 47.15 Oral hearing before the examiner.

(a) *When permissible.* (1) Where the amount of the damages claimed, either in the complaint or in the counterclaim, does not exceed $15,000 an oral hearing shall not be held, unless deemed necessary or desirable by the Division or unless granted by the examiner upon application of complainant or respondent setting forth the peculiar circumstances making an oral hearing necessary for a proper presentation of the case. In lieu of an oral hearing in any proceeding where the amount of damages claimed does not exceed $15,000 the proceeding shall be decided upon a record formed under the shortened procedure provided in § 47.20.

(2) Where the amount of damages claimed, either in the complaint or in the counterclaim, is in excess of $15,000, the procedure provided in this section (except as provided in § 47.20(b)(2)) shall be applicable.

(b) *Request for hearing.* Any party may request an oral hearing on the facts by including such request in the complaint, answer, or reply, or by a separate request filed with the Division. Failure to request an oral hearing within the time allowed for filing of the reply, or (if no reply is allowed) within 10 days after the expiration of the time allowed for filing an answer, shall constitute a waiver of such hearing, and any party so failing to request an oral hearing will be deemed to have agreed that the proceeding may be decided upon a record formed under the shortened procedure provided in § 47.20.

(c) *Time and place.* If and when the proceeding has reached the stage of oral hearing, the examiner, giving careful consideration to the convenience of the parties, shall set a time for hearing and shall file with the hearing clerk a notice stating the time and place of hearing. Unless the parties otherwise agree, the place of hearing shall be the place in which the respondent is engaged in business. If any change in the time or place of the hearing becomes necessary, it shall be made by the examiner, who, in such event, shall file with the hearing clerk a notice of the change. Such notice shall be served upon the parties, unless it is made during the course of an oral hearing and made a part of the transcript.

(d) *Appearances*—(1) *Representation.* In any proceeding under the Act, the parties may appear in person or by counsel or other representative. Nothing contained in this paragraph shall be construed to require the complainant to appear either in person or by counsel or other representative; instead, he may be permitted to submit his evidence in the form of depositions, taken in the manner provided in § 47.16.

(2) *Failure to appear.* If any party to the proceeding, after being duly notified, fails to appear at the hearing, he shall be deemed to have waived the

right to an oral hearing in the proceeding. In the event that a party appears at the hearing and no party appears for the opposing side, the examiner may determine whether the party who is present shall present his evidence, in whole or in part, in the form of affidavits or by oral testimony.

(3) *Debarment of counsel or representative.* (i) Whenever, while a proceeding is pending before him, the examiner finds that a person acting as counsel or representative for any party to the proceeding is guilty of unethical or unprofessional conduct, the examiner may order that such person be precluded from further acting as counsel or representative in such proceeding. An appeal to the Secretary may be taken from any such order, but the proceeding shall not be delayed or suspended pending disposition of the appeal: *Provided,* That the examiner may suspend the proceedings for a reasonable time for the purpose of enabling the party to obtain other counsel or representative.

(ii) In case the examiner has issued an order precluding a person from further acting as counsel or representative in the proceeding, the examiner, within a reasonable time thereafter, shall submit to the Secretary a report of the facts and circumstances surrounding the issuance of the order and shall recommend what action the Secretary should take respecting the appearance of such person as counsel or representative in other proceedings before the Secretary. Thereafter, the Secretary may, after notice and an opportunity for hearing, issue such order respecting the appearance of such person as counsel or representative in proceedings before the Secretary as the Secretary finds to be appropriate.

(e) *Order of proceeding.* The complainant shall proceed first at the hearing and shall have the burden of proof, except that a party asserting a set-off or counterclaim shall have the burden of proof on such issue.

(f) *Evidence*—(1) *In general.* (i) The testimony of witnesses at a hearing shall be upon oath or affirmation, subject to cross-examination, and shall be reported verbatim.

(ii) Any witness may, in the discretion of the examiner, be examined separately and apart from all other witnesses except those who may be parties to the proceeding.

(iii) The examiner shall exclude, insofar as practicable, evidence which is immaterial, irrelevant, or unduly repetitious, or which is not of the sort upon which responsible persons are accustomed to rely.

(2) *Objections.* (i) If a party objects to the admission or rejection of any evidence or to the limitation of the scope of any examination or cross-examination, he shall state briefly the grounds of such objections, whereupon an automatic exception will follow if the objection is overruled by the examiner. The transcript shall not include argument or debate thereon except as ordered by the examiner. The ruling of the examiner on any objection shall be a part of the transcript.

(ii) Only objections made before the examiner may subsequently be relied upon in the proceeding.

(3) *Depositions.* The deposition of any witness shall be admitted in the manner provided in and subject to the provisions of § 47.16.

(4) *Affidavits.* Except as is otherwise provided in these rules, affidavits may be admitted only if the evidence is otherwise admissible and the parties agree (which may be determined by their failure to make timely objections) that affidavits may be used.

(5) *Proof and authentication of official records or documents.* An official record or document, if admissible for any purpose, shall be admissible in evidence without the production of the person who made or prepared the same. Such record or document shall be evidenced by an official publication thereof or by a copy attested by the person having legal authority to make such attestation. The person attesting the copy shall make a certificate showing such authority.

(6) *Exhibits.* (i) All written statements, charts, tabulations, or similar data offered in evidence at the hearing shall, after identification by the proponent and upon a satisfactory showing of the admissibility of the contents thereof, be numbered as exhibits, received in evidence, and made a part of the record. Unless the examiner finds

that the furnishing of copies is impracticable, a copy of each exhibit shall be filed with the examiner for the use of each other party to the proceeding. The examiner shall advise the parties as to the exact number of copies which will be required to be filed.

(ii) If the testimony of a witness refers to a statute, a report, document, or transcript, the examiner, after inquiry relating to the identification of such statute, report, document, or transcript, shall determine whether the same shall be produced at the hearing and physically be made a part of the evidence as an exhibit, or whether it shall be incorporated into the evidence by reference. If relevant and material matter offered in evidence is embraced in a report, document, or transcript containing immaterial or irrelevant matter, such immaterial or irrelevant matter shall, insofar as practicable, be designated by the party and segregated and excluded.

(7) [Reserved]

(8) *Offer of proof.* Whenever evidence is excluded from the record, the party offering such evidence may make an offer of proof, which shall be included in the transcript. The offer of proof shall consist of a brief statement describing the evidence to be offered. If the evidence consists of a brief oral statement or of an exhibit, it shall be inserted into the transcript in toto. In such event, it shall be considered a part of the transcript if the Secretary decides that the examiner's ruling in excluding the evidence was erroneous. The examiner shall not allow the insertion of such evidence in toto if the taking of such evidence will consume a considerable length of time at the hearing. In the latter event, if the Secretary decides that the examiner erred in excluding the evidence, and that such error was substantial, the hearing shall be reopened to permit the taking of such evidence.

(g) *Oral argument before examiner.* The examiner may permit the parties or their counsel to argue orally at the hearing or at some other time prior to the transmittal of the record to the Secretary as hereinafter provided. Such argument may be limited by the examiner to any extent that he finds necessary for the expeditious or proper disposition of the proceeding.

(h) *Transcript.* The reporter recording the testimony at a hearing will deliver the original transcript, with exhibits thereto attached, to the examiner, who will retain such copy for the official file and for use in preparing his report. The reporter will also deliver to the examiner such other copy or copies as may be ordered by the Department, which copy or copies the examiner will forward to the hearing clerk. Parties to the proceeding, or others, who desire a copy of the transcript of the hearing may place orders at the hearing with the reporter, who will furnish and deliver such copies direct to the purchaser upon payment of the applicable rate per page.

[10 FR 2213, Feb. 27, 1945; 11 FR 224, Jan. 4, 1946, as amended at 24 FR 10055, Dec. 12, 1959; 27 FR 12398, Dec. 14, 1962; 38 FR 30445, Nov. 5, 1973; 47 FR 21234, May 18, 1982]

§ 47.16 Depositions.

(a) *Application for taking deposition.* Upon the application of a party to the proceeding, the examiner may, at any time after the filing of the moving papers, order, over the facsimile signature of the Secretary the taking of testimony by deposition. The application shall be in writing, shall be filed with the hearing clerk, and shall set forth:

(1) The name and address of the proposed deponent; (2) the name and address of the person (referred to hereinafter in this section as the "officer"), qualified under the regulations in this part to take depositions, before whom the proposed examination is to be made; (3) the proposed time which, unless otherwise agreed, shall be at least 15 days after the date of the mailing of the application and place of the examination; and (4) the reasons why such deposition should be taken.

(b) *Examiner's order for taking deposition.* If, after examination of the application, the examiner is of the opinion that the deposition should be taken, he shall order its taking. The order shall be filed with the hearing clerk, shall be served by the hearing clerk upon the parties in accordance with § 47.4, and shall state:

(1) The time (which unless otherwise agreed shall not be less than 7 days after the filing of the order) and place of the examination; (2) the name of the officer before whom the examination is to be made; (3) the name of the deponent. The officer and the time and place need not be the same as those suggested in the application.

(c) *Qualification of officer.* The deposition shall be made before the examiner or before an officer authorized by the law of the United States or by the law of the place of the examination to administer oaths, or before an officer authorized by the Secretary to administer oaths.

(d) *Procedure on examination.* (1) The deponent shall be examined under oath or affirmation and shall be subject to cross-examination. The testimony of the deponent shall be recorded by the officer or by some person under his direction and in his presence. In lieu of oral examination, parties may transmit written questions to the officer prior to the examination and the officer shall propound such questions to the deponent.

(2) The applicant shall arrange for the examination of the witness either by oral examination or by written questions. If the place of business of the opposing party is more than 100 miles from the place of the examination, the applicant will be required to conduct the examination by means of written questions, unless the parties otherwise agree or the examiner otherwise orders. If the examination is conducted by means of written questions, copies of the questions shall be served upon the other party to the proceeding at least 10 days prior to the date set for the examination, unless otherwise agreed, and the other party shall be afforded an opportunity to file with the officer cross-questions at any time prior to the time of the examination.

(e) *Certification by officer.* The officer shall certify on the deposition that the deponent was duly sworn by him and that the deposition is a true record of the deponent's testimony. He shall then securely seal the deposition, together with one copy thereof (unless there are more than two parties to a proceeding, in which case there should be another copy for each additional party), in an envelope and mail the same by registered mail to the hearing clerk.

(f) *Use of depositions.* A deposition taken in accord with this section or in accord with the provisions of the Rules of Civil Procedure of the Courts of the United States, may be used in a proceeding under the act if the examiner finds that the evidence is otherwise admissible. If a deposition has been taken, and the party upon whose application it was taken refuses to offer it in evidence, the other party may offer the deposition, or any part thereof, in evidence.

§ 47.17 Subpoenas.

(a) *Issuance of subpoenas.* The attendance of witnesses and the production of documentary evidence from any place in the United States on behalf of any party to the proceeding may, by subpoena, be required at any designated place of hearing or at any designated place for the taking of a deposition. Subpoenas may be issued by the Secretary, or by the examiner, over the facsimile signature of the Secretary upon a reasonable showing by the applicant of the grounds, necessity, and reasonable scope thereof.

(b) *Application for subpoena duces tecum.* Subpoenas for the production of documentary evidence shall be issued only upon a verified written application. Such application shall specify, as exactly as possible, the documents desired and shall show their competency, relevancy, materiality, and the necessity for their production.

(c) *Service of subpoenas.* Subpoenas may be served (1) by a United States Marshal or his deputy, or (2) by any other person who is not less than 18 years of age, or (3) by registering and mailing a copy of the subpoena addressed to the person to be served at his or its last known principal place of business or residence. Proof of service may be made by the return of service on the subpoena by the United States Marshal or his deputy; or, if served by an employee of the Department, by a certificate stating that he personally served the subpoena upon the person named therein; or, if served by another person, by an affidavit of such person stating that he personally served the subpoena upon the person named therein; or, if service was by registered mail, by an affidavit made by the person mailing the subpoena that it was mailed as provided herein and by the signed return post-office receipt: *Provided*, That, where the subpoena is issued on behalf of the Secretary, the return receipt without an affidavit or certificate of mailing shall be sufficient proof of service. In making personal service, the person making service shall leave a copy of the subpoena with the person subpoenaed, or, if such person is not immediately available, with any other responsible person residing or employed at the place of residence or business of the person subpoenaed. The original of the subpoena, bearing or accompanied by the required proof of service, shall be returned to the official who issued the same.

[10 FR 2209, Feb. 27, 1945; 11 FR 224, Jan. 4, 1946; 19 FR 57, Jan. 6, 1954, as amended at 38 FR 30445, Nov. 5, 1973]

§ 47.18 Fees and mileage.

Witnesses who are subpoenaed and who appear in the proceeding, including witnesses whose depositions are taken, shall be paid the same fees and mileage that are paid witnesses in the courts of the United States, and persons taking depositions shall be entitled to the same fees as are paid for like services in the courts of the United States, to be paid by the party at whose request the deposition is taken. Witness fees and mileage shall be paid by the party at whose instance the witnesses appear, and claims therefor shall be presented to such party.

§ 47.19 Post-hearing procedure before the examiner.

(a) *Certification of the transcript.* As soon as practicable after receipt of the transcript, the examiner shall prepare his certificate stating that, to the best of his knowledge and belief, the transcript is a true, correct, and complete transcript of the testimony given at the hearing, except in such particulars as he shall specify, and that the exhibits transmitted are all the exhibits received in evidence at the hearing, with such exceptions as he shall specify. The original of such certificate shall be attached to the original transcript and a copy of such certificate shall be furnished to each of the parties and to the hearing clerk. The examiner shall correct the original copy of the transcript by adding or crossing out (but without obscuring the text) at the appropriate places any words necessary to make the text conform to the correct meaning, as certified by the examiner.

(b) *Proposed findings of fact, conclusions, and order.* The examiner shall decide and shall announce at the hearing whether proposed findings of fact, conclusions, and order may be filed by the parties. If allowed by the examiner, he shall announce a definite calendar day as the time within which these documents may be filed. Such findings of fact, conclusions, and order shall be based solely upon the evidence of record. They may be accompanied by supporting briefs and by a statement of objections made to the rulings of the examiner at the hearing.

(c) *Briefs.* If the examiner does not allow proposed findings of fact, conclusions, and order to be filed, the parties shall be given until a definite calendar day to file briefs.

(d) *Claim for award of fees and expenses*—(1) *Filing.* Prior to the close of the hearing, or within 20 days thereafter, each party may file with the examiner a claim for the award of the fees and expenses which he incurred in connection with the oral hearing. No award of fees and expenses to the prevailing party and against the losing party shall be made unless a claim therefor has been filed, and failure to file a claim within the time allowed shall constitute a waiver thereof.

(2) *Fees and expenses which may be awarded to prevailing party.* The term "fees and expenses," as used in section 7(a) of the Act, includes:

(i) Reasonable fees of an attorney or authorized representative for appearance at the hearing and for the taking of depositions necessary for introduction at the hearing; (ii) fees and mile-

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age for necessary witnesses at the rates provided for witnesses in the courts of the United States; (iii) fees for the notarizing of a deposition and its reduction to writing; (iv) fees for serving subpenas; and (v) other fees and expenses necessarily incurred in connection with the oral hearing. Fees and expenses which are not considered to be reasonable or necessarily incurred in connection with the oral hearing will not be awarded.

(3) *Form of claim.* A claim for fees and expenses shall be in the form of a written itemized statement of the fees and expenses claimed, which shall include an explanation of how each item was computed, to which there shall be attached an affidavit, made by the party or his authorized attorney or agent having knowledge of the facts, that each such item is correct and has been necessarily incurred in connection with the oral hearing in the proceeding and that the services for which fees are claimed were actually and necessarily performed.

(4) *Service of claim.* A copy of each such claim filed shall be served by the examiner on the other party or parties to the proceeding.

(5) *Objections to claim.* Within 10 days after being served with a copy of a claim for fees and expenses, the party so served may file with the examiner written objections to the allowance of any or all of the items claimed. If evidence is offered in support of an objection it must be in affidavit form. A copy of any such objections shall be served by the examiner on the other party or parties.

(6) *Reply to objections to claim.* A claimant who is served with a copy of objections to his claim may, within 10 days after such service, file with the examiner a reply to such objection. If evidence is offered in support of a reply it must be in affidavit form. A copy of any such reply shall be served by the examiner on the other party or parties.

(7) *Further inquiry by examiner.* Whenever it is deemed desirable or necessary for the proper disposition of a claim, the examiner may request statements as to specific matters from either or both parties. Any statements so furnished shall be served by the examiner on the other party.

(8) *Number of copies.* All documents or papers authorized by this paragraph to be filed with the examiner shall be filed in triplicate: *Provided,* That, where there are more than two parties to the proceeding an additional copy shall be filed for each additional party.

(e) *The examiner's report.* The examiner, with the assistance and collaboration of such employees of the Department as may be assigned for the purpose, and within a reasonable time after the termination of the periods allowed for the filing of the submissions of the parties allowed by this section, shall prepare, upon the basis of the evidence received at the hearing and with due consideration of submissions of the parties filed pursuant to this section, his report. Such report shall be filed with the hearing clerk and shall be prepared in the form of a final order for the signature of the Secretary, but shall not be served upon the parties, unless and until it shall have been signed by the Secretary, as hereinafter provided.

[38 FR 30445, Nov. 5, 1973, as amended at 41 FR 50803, Nov. 18, 1976]

§ 47.20 Shortened procedure.

(a) *In general.* The shortened procedure described in this section shall, whenever it is applicable as provided in paragraph (b) of this section, take the place and serve in lieu of the oral hearing procedure hereinbefore provided. Under the shortened procedure, the pleadings of the parties, if verified in accordance with paragraph (h) of this section, and any report of investigation filed with the hearing clerk pursuant to § 47.7, will be considered as evidence in the proceeding. In addition, the parties may submit written proof in support of the complaint, answer, or reply, as the case may be, in the form of verified statements or depositions. After the close of the evidence, the parties may file briefs.

(b) *When applicable*—(1) *Where damages claimed do not exceed $15,000.* The shortened procedure provided for in this section shall (except as provided in § 47.15(a)) be used in all reparation proceedings in which the amount of damages claimed, either in the complaint or in the counterclaim, does not exceed $15,000.

(2) *Where damages claimed exceed $15,000.* In any proceeding in which the amount of damages claimed, either in the complaint or in the counterclaim, is greater than $15,000, the examiner, whenever he is of the opinion that proof may be fairly and adequately presented by use of the shortened procedure provided for in this section, shall suggest to the parties that they consent to the use of such procedure. Parties are free to consent to such procedure if they choose, and declination of consent will not affect or prejudice the rights or interests of any party. A party, if he has not waived oral hearing, may consent to the use of the shortened procedure on the condition that depositions rather than affidavits be used. In such case, if the other party agrees, deposition shall be required to be filed in lieu of verified statements. If any party who has not waived oral hearing does not consent to the use of the shortened procedure, the proceeding will be set for oral hearing. The suggestion that the shortened procedure be used need not originate with the examiner. Any party may address a request to the examiner asking that the shortened procedure be used.

(c) *Complainant's opening statement.* Within twenty (20) days after service of respondent's answer, complainant may file a verified opening statement, accompanied by any pertinent documents, which documents must be identified in the statement. If the answer is verified, complainant's evidence concerning the allegations of the answer should be included in the opening statement.

(d) *Respondent's answering statement.* Within twenty (20) days after service of complainants' opening statement or service of notice by the examiner that complainant has not filed an opening statement, respondent may file a verified answering statement, accompanied by any pertinent documents, which documents must be identified in the statement.

(e) *Complainant's statement in reply.* If respondent files an answering statement, complainant may, within ten (10) days after service thereof upon complainant, file a verified statement in reply, accompanied by any pertinent documents, which documents must be identified in the statement.

(f) *Use of depositions in lieu of verified statements.* Depositions may be used in lieu of verified statements under paragraphs (c), (d), and (e) of this section.

(g) *Briefs.* Promptly after the conclusion of the presentation of evidence, the examiner shall notify the parties that they may file briefs within ten (10) days after the receipt of such notice.

(h) *Verification.* Verification shall be made under oath of any facts set forth in the pleading or statement, by the person who signs the pleading or statement. The form of verification may be substantially as follows:

——————————, being first duly sworn, says that he has read the foregoing document and knows the contents thereof and that the facts set forth therein are true, except as to matters therein stated on information and belief, and as to such matters he believes them to be true, and that he is duly authorized to sign the document.

——————————————

Subscribed and sworn to before me this ——— day of ————, 19—.

——————————————

(Notary Public)

(i) *Stipulations.* In addition to or in lieu of the statements referred to in this section, the parties may file with the hearing clerk stipulations of fact signed by the parties or their representatives. Such stipulations filed with the hearing clerk shall become a part of the record.

(j) *Waiver of right to file.* Failure to file, within the time prescribed, any document authorized by this section shall constitute a waiver of the right to file such document.

(k) *The examiner's report.* Within a reasonable time after the time allowed for filing briefs, the examiner shall prepare his report in the manner prescribed in § 47.19(d).

(l) *Assignment for oral hearing.* Whenever it is deemed desirable or

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necessary for the proper disposition of the proceeding, the examiner, upon his own or any party's motion, may order the proceeding set down for oral hearing at any stage of the proceeding.

[27 FR 12398, Dec. 14, 1962, as amended at 47 FR 21234, May 18, 1982]

§ 47.21 Transmittal of record.

The hearing clerk, immediately after the filing of the examiner's report, shall transmit to the Secretary the record of the proceeding. Such record shall include: The pleadings; motions and requests filed, and rulings thereon; the report of investigation conducted by the Division; the transcript of the testimony taken at the hearing, together with the exhibits filed therein; any statements or stipulations filed under the shortened procedure; any documents or papers filed in connection with prehearing conferences; such proposed findings of fact, conclusions, and orders and briefs as may have been permitted to be filed in connection with the hearing as provided in § 47.19 (b) and (c); such statements of objections, and briefs in support thereof, as may have been filed in the proceeding; and the examiner's report.

[10 FR 2209, Feb. 27, 1945, as amended at 12 FR 1026, Feb. 13, 1947]

§ 47.22 Argument before Secretary.

(a) *Oral argument.* There shall be no right to oral argument other than as provided in § 47.15(g).

(b) *Briefs.* The Secretary will consider any proposed findings of fact, conclusions, and orders, statements of objections, and briefs filed as provided in § 47.19(b). Briefs filed in accordance with § 47.19(c) and those filed in support of statements of fact will also be considered by the Secretary.

[10 FR 2209, Feb. 27, 1945, as amended at 12 FR 1026, Feb. 13, 1947]

§ 47.23 Issuance of order.

As soon as practicable after the receipt of the record from the hearing clerk, the Secretary, upon the basis of and after due consideration of the record, shall issue his order in the proceeding. Unless he disagrees with the order as drafted for his signature by the examiner, as provided in § 47.19(d), the Secretary shall issue as his order the order so prepared by the examiner. If the Secretary deems it advisable to do so, he may direct that the order be served upon the parties as a tentative order and that the parties be allowed such period of time, not to exceed 20 days, as he may specify, within which to file exceptions thereto and written argument or briefs in support of such exceptions.

§ 47.24 Rehearing, reargument, reconsideration of orders, and reopening of hearings.

(a) *Petitions to rehear, reargue, and reconsider.* A petition for rehearing or reargument of the proceeding, or for reconsideration of the order, shall be made by petition to the Secretary filed with the Division within 10 days after the date of service of the order. Every such petition shall state specifically the matters claimed to have been erroneously decided and the alleged errors. If the Secretary concludes that the questions raised by the petition have been sufficiently considered in the issuance of the order, he shall dismiss the petition without service on the other party. Otherwise he shall direct that a copy of the petition be served upon such party. The filing of a petition to rehear or reargue a proceeding, or to reconsider an order, shall automatically operate to set aside the order pending final action on the petition.

(b) *Petition to reopen.* A petition to reopen the hearing to take further evidence may be filed with the examiner at any time prior to the issuance of the final order. Every such petition shall state briefly the nature and purpose of the evidence to be adduced, shall show that such evidence is not merely cumulative, and shall set forth a good reason why such evidence was not adduced at the hearing. Every such petition shall be served by the hearing clerk on the other party in the proceeding.

(c) *Procedure for disposition of petitions.* Within 10 days following the service of any petition provided for in this section, the other party to the proceeding may file with the hearing clerk an answer thereto. In the event that any such petition is granted the applicable rules of practice shall be followed.

§ 47.25 Filing; extensions of time; effective date of filing; computations of time; reopening after default; official notice.

(a) *Filing, number of copies.* Except as is provided otherwise herein, all documents or papers required or authorized by these rules to be filed with the hearing clerk shall be filed in triplicate: *Provided,* That, where there are more than two parties to the proceeding, a sufficient number of copies shall be filed so as to provide for service upon all the parties to the proceeding. Any document or paper required or authorized by the regulations in this part to be filed with the hearing clerk shall, during the course of an oral hearing, be filed with the examiner.

(b) *Extensions of time.* The time for the filing of any document or paper (except an informal complaint) required or authorized under the regulations in this part to be filed may be extended by the examiner (before the transmittal of the record to the Secretary) or by the Secretary (after such transmittal), if, in the judgment of the examiner or the Secretary, as the case may be, there is good reason for the extension.

(c) *Effective date of filing.* Any document or paper required or authorized under the regulations in this part to be filed shall be deemed to be filed when it reaches the Department in Washington, D.C.; or, if filed with any officer or employee of the Regulatory Branch of the Division at any place outside the District of Columbia, it shall be deemed to be filed at the time when it is received by such officer or employee.

(d) *Computation of time.* Sundays and holidays shall be included in computing the time allowed for the filing of any document or paper: *Provided,* That, when such time expires on a Sunday or Federal holiday, such period shall be extended to include the next following business day.

(e) *Reopening after default.* A default in the filing of an answer required or authorized under the regulations in this part to be filed may be set aside and the party in default allowed 10 days within which to file an answer by the examiner (before the record is transmitted to the Secretary) or by the Secretary (after the record is transmitted to him) upon motion made within a reasonable time after the time for filing the answer has expired if, in the judgment of the examiner or the Secretary, as the case may be, after notice to and consideration of the views of the other party, there is good reason for granting such relief.

(f) *Official notice.* In any proceeding official notice may be taken of (1) such matters as are judicially noticed by the courts of the United States; (2) any other matter of technical, scientific, or commercial fact of established character; and (3) relevant publications and records of the Department.

[10 FR 2217, Feb. 27, 1945; 11 FR 224, Jan. 4, 1946, as amended at 24 FR 10055, Dec. 12, 1959]

RULES APPLICABLE TO DISCIPLINARY PROCEEDINGS

§ 47.46 Rule applicable to all proceedings.

The Secretary may act in the place and stead of an examiner or judge in any proceeding hereunder. When he so acts, the hearing clerk shall transmit the record to the Secretary at the expiration of the period provided for the filing of proposed findings of fact, conclusions and orders, and the Secretary shall thereupon, after due consideration of the record, issue his final order in the proceeding: *Provided,* That he may issue a tentative order in which event the parties shall be afforded an opportunity to file exceptions before the issuance on the final order.

[12 FR 1026, Feb. 12, 1947, as amended at 38 FR 30447, Nov. 5, 1973]

RULES APPLICABLE TO THE DETERMINATION AS TO WHETHER A PERSON IS RESPONSIBLY CONNECTED WITH A LICENSEE UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT

SOURCE: Sections 47.47 through 47.68, 43 FR 30788, July 18, 1978, unless otherwise noted.

§ 47.47 Additional definitions.

The following definitions, which are in addition to those in 7 CFR 47.2 (a) through (h), shall be applicable to proceedings under 7 CFR 47.47 through 47.68:

(a) "Administrator" means the Administrator, Agricultural Marketing Service, U.S. Department of Agriculture.

(b) "Regulatory Branch" means the Regulatory Branch of the Division.

(c) "Chief" means the Chief of the Regulatory Branch, or any officer or employee to whom authority has heretofore lawfully been delegated or to whom authority may hereafter lawfully be delegated by the Chief, to act in such capacity.

(d) "Presiding Officer" means any person designated in writing by the Administrator to preside at a hearing held pursuant to the rules under this part.

(e) "Petitioner" means any person to whom notice of being responsibly connected has been given, by the Chief, and who files a petition contesting the Chief's determination and requesting a final decision that petitioner is not responsibly connected.

(f) "Decision" means the presiding officer's finding of facts and conclusions of law, as well as the reasons or basis therefor. This decision is non-reviewable as to the finding of facts, but may be reviewable as to the conclusions of law by the Administrator.

(g) "Petition for Review" means the document filed requesting review by the Administrator of the presiding officer's decision.

[43 FR 30788, July 18, 1978, as amended at 46 FR 51594, Oct. 21, 1981]

§ 47.48 Scope and applicability.

These rules govern the determination of whether a person is responsibly connected with licensees under the Perishable Agricultural Commodities Act of 1930, as amended, or with persons whose license issued under the act has been suspended, revoked, or terminated or with persons who transact business subject to the act, but fail to obtain the required license.

§ 47.49 Determinations.

(a) The Regulatory Branch shall determine whether a person was at the time in issue responsibly connected with a licensee whose license is subject to suspension, revocation, or termination or which is subject to having the facts and circumstances of violations of the act published. Such determination shall be made on the basis of license records on file with the Regulatory Branch, and such other information as may be available.

(b) Upon determining that a person was responsibly connected at the time in issue with a licensee which is subject to the suspension or revocation of its license, or which is subject to having the facts and circumstances of violations of the Act published, and that the employment status and licensing of such person may be restricted, the Regulatory Branch shall notify the person in writing of his or her status and of any employment and licensing restrictions resulting therefrom.

(c) If a person believes he or she was not responsibly connected with a licensee at the time in issue, he or she may submit the reasons for such belief in written form, along with all pertinent documents, within 30 days of the receipt of such notification to the Chief, who will promptly review the matter and advise the person in writing of the Chief's determination and the reasons for reaching such determination.

(d) Within 30 days of receipt of notification of the Chief's determination, a person who disagrees with such determination may file a petition with the Administrator for a review proceeding and final decision, along with a statement as to why he or she believes the Chief's determination was incorrect, and may, if desired, request an oral hearing.

(e) Upon the filing of a petition with the Administrator as provided in paragraph (d) of this section, the Administrator shall designate a presiding officer as set forth in § 47.47(d).

(f) The presiding officer will order that an oral hearing be held if one is requested by the petitioner, or if the presiding officer otherwise determines an oral hearing is necessary. Any such hearing shall be held at a location convenient to the petitioner. In all cases in which there is an oral hearing, the Presiding Officer shall require the petitioner to appear in person for the purpose of oral testimony and examination. A verbatim record shall be made of the hearing. In the event an oral hearing is neither requested nor ordered, the presiding officer shall provide the petitioner a copy of the official file, and give the parties an opportunity to submit documents and other evidence to support their positions, as well as written arguments pertaining thereto.

§ 47.50 Designation of parties for purposes of the proceeding.

(a) The person who challenges the Chief's determination of responsible connection shall be designated the petitioner.

(b) The Agricultural Marketing Service shall be designated the "Agency."

§ 47.51 Requests.

(a) All requests should be filed with the presiding officer, who shall rule upon them.

(b) Within 15 days after service of any written request, or within any longer period fixed by the presiding officer, the opposing party may file an answer to the request if it so desires.

§ 47.52 Consent orders.

At any time after the institution of the review proceedings, petitioner may withdraw his or her petition. Such withdrawal shall be final, and have the effect of a consent to a decision that petitioner was responsibly connected during the time in issue.

§ 47.53 Notice of time and place of hearing.

Upon assignment of the matter for an oral hearing, the presiding officer shall notify the parties by serving them with copies of the notice of hearing, stating the time and place of such hearing, shall make the official file a part of the records of the proceeding, and shall provide the petitioner with a copy of the official file. The parties will be notified as soon as possible of any change in the time and place of hearing.

§ 47.54 Appearances.

(a) The petitioner shall appear in person and may be accompanied by counsel.

(b) The failure of a petitioner to appear at a hearing, after being duly notified of the hearing, shall constitute a waiver of petitioner's right to present evidence and a withdrawal of the petition. Such withdrawal shall be final and have the effect provided for in § 47.52.

§ 47.55 Order of proceeding.

Except as may be determined otherwise by the presiding officer, the petitioner shall proceed first at the hearing.

§ 47.56 Powers of presiding officer.

The presiding officer shall have the power to:

(a) Rule upon requests, and accept requests for withdrawal or dismissal of the petition;

(b) Set the time and place of hearing, adjourn the hearing from time to time, and change the time and place of hearing;

(c) Administer oaths and affirmations and take affidavits;

(d) Examine witnesses;

(e) Admit or exclude evidence;

(f) Hear oral argument;

(g) To issue findings of fact, and conclusions of law, and render a decision as to whether the petitioner is responsibly connected. The findings of fact shall be final and not subject to review;

(h) Do all acts and take measures necessary for the maintenance of order at the hearing and for the efficient, fair and impartial conduct of the proceeding.

§ 47.57 Who may act in the absence of the presiding officer.

In the absence or inability of the presiding officer to act, the powers and duties to be performed in connection with a proceeding may be assigned by the Administrator to another presiding officer.

§ 47.58 Evidence.

(a) *General.* The testimony of witnesses at a hearing shall be upon oath or affirmation and subject to cross-examination. Any witness may, in the discretion of the presiding officer, be examined separately and apart from all other witnesses except those who may be parties to the proceeding. The presiding officer shall admit all relevant and material evidence, except evidence which is unduly repetitious.

(b) *Objections.* If a party objects to the admission or rejection of any evidence or to the limitation of the scope of any examination [illegible] cross-examination, he or she shall state briefly the grounds for such objection, whereupon an automatic exception will follow if the objection is overruled by the presiding officer. The transcript shall not include argument or debate except as ordered by the presiding officer. The ruling of the presiding officer or any objection shall be a part of the transcript. Only objections made before the presiding officer may subsequently be relied upon in the proceeding.

(c) *Records of the Department.* A true copy of every written entry in the records of the Department, made by an officer or employee thereof in the course of official duty and relevant and material to the issues involved in the hearing, shall be admissible as prima facie evidence of the facts stated therein, without the production of such officer or employee.

(d) *Exhibits.* Except where the presiding officer finds that the furnishing of copies is impracticable, copies of each exhibit, in addition of the original, shall be filed with the presiding officer for the use of the other parties to the proceeding.

(e) *Official notice.* Official notice may be taken of such matters as are judicially noticed by the courts of the United States and of any other matter of technical or scientific fact of established character: *Provided,* That the parties shall be given adequate notice, at the hearing or by reference in the presiding officer's decision or otherwise, of matters so noticed, and shall be given adequate opportunity to show that such facts are erroneously noticed.

(f) *Offer of proof.* Whenever evidence is excluded from the record, the party offering such evidence may make an offer of proof which shall be included in the transcript. The offer of proof shall consist of a brief statement describing the evidence to be offered. If the evidence consists of a brief oral statement or of an exhibit, it shall be inserted into the transcript in toto. The presiding officer shall not allow the insertion of such evidence in toto if the taking of such evidence will consume a considerable length of time at the hearing. In the latter event, if the Administrator decides that the presiding officer's ruling excluding the evidence was erroneous, the hearing shall be reopened to permit the taking of such evidence.

§ 47.59 Filing transcripts and exhibits.

As soon as practicable after the close of the hearing, the presiding officer shall certify an original and two copies of the transcript of testimony, and the original and two copies of exhibits introduced in evidence at the hearing. The presiding officer shall attach to the original transcript of the evidence a certificate stating that the transcript is a true transcript of the testimony offered or received at the hearing, except in such particulars as specified, and that the exhibits are all the exhibits introduced at the hearing, with any exceptions specified. A copy of such certificate shall be attached to each of the copies of the transcript and exhibits.

§ 47.60 Transcripts.

Parties to the proceeding who desire a copy of the transcript of the hearing may place orders at the hearing with the reporter who will furnish and deliver such copies direct to the purchaser upon payment therefor at the rate per page provided by the contract between the reporter and the Department for such reporting service.

§ 47.61 Proposed findings of fact, conclusions and decision.

Within such time as the presiding officer shall prescribe, each party may file with the presiding officer proposed findings of fact and conclusions and a brief in support thereof. A copy of each such document filed by a party shall be served upon the other party or parties by the presiding officer.

§ 47.62 Presiding officer's decision.

The presiding officer, shall prepare his or her decision. A copy of such decision shall be served by the presiding officer upon each of the parties. The decision shall be final unless appealed as provided in § 47.63 of this part.

§ 47.63 Petition for review.

Either party, within 30 days after service of the presiding officer's decision, may file a petition for review with the Administrator. The petition for review shall set forth objections to the conclusions of law and the grounds therefor. Upon receipt of notice of the filing of a petition for review, the presiding officer shall transmit the decision and a certified copy of the record to the Administrator.

§ 47.64 Administrator's order.

After considering the petition for review in conjunction with the presiding officer's decision, the Administrator shall issue a final order affirming or reversing the presiding officer's conclusions of law. The Administrator shall cause the order to be served upon the parties.

§ 47.65 Filing; number of copies.

Except as otherwise provided, all documents or papers required or authorized to be filed shall be filed in triplicate; *Provided*, That where there are more than two parties to the proceeding, sufficient copies shall be filed so as to provide service upon all the parties.

§ 47.66 Service; proof of service.

Copies of all documents or papers required or authorized by these rules to be served on any party to a proceeding shall be served by the presiding officer, or Administrator, of by some other employee of the Department. Except as otherwise provided, service shall be made either by (a) delivering a copy of the document or paper to the person to be served, or to the attorney, or agent of record of such person; (b) by leaving a copy of the document or paper at the principal office or place of business of such person, or of an attorney or agent of record; (c) by registering or certifying and mailing a copy of the document or paper addressed to such person or to the last known residence or principal office or place of business; or (d) in the case of service upon an attorney or agent of record, by mailing, by regular mail, a copy of the document or paper, addressed to the address of record of that person. Proof of service hereunder shall be confirmed by the written statement of the person who actually made the service: *Provided*, That if service is made the Administrator or presiding officer by regular mail, proof of service shall be confirmed by the written statement of the Administrator or presiding officer. The written statement or post office receipt contemplated therein shall be filed with the presiding officer, or the Administrator and the fact of filing thereof shall be noted in the record of the proceeding.

§ 47.67 Computation of time.

Saturdays, Sundays, and holidays shall be included in computing the time allowed for the filing of any document or paper: *Provided*, That when the time expires on a Saturday, Sunday, or legal holiday, the period shall be extended to include the next following business day.

§ 47.68 Extensions of time.

The time for filing any document or paper required or authorized herein may be extended by the Administrator or the presiding officer, if request is made prior to or on the final date allowed for such filing, if in the judgment of the Administrator or presiding officer, there is good reason for granting the request.

PART 48—REGULATIONS OF THE SECRETARY OF AGRICULTURE FOR THE ENFORCEMENT OF THE PRODUCE AGENCY ACT

DEFINITIONS

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48.1 Meaning of words.
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ADMINISTRATION

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48.4 Destroying or dumping.
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48.8 Filing of complaints.

AUTHORITY: Sec. 3, 44, Stat. 1355, as amended; 7 U.S.C. 494.

SOURCE: 24 FR 7127, Sept. 3, 1959, unless otherwise noted.

DEFINITIONS

§ 48.1 Meaning of words.

Words in this part in the singular form shall be deemed to import the plural, and vice versa, as the case may demand.

§ 48.2 Definitions.

Unless the context otherwise requires, the following terms shall be construed as follows:

(a) "Act" means "An act to prevent the destruction or dumping, without good and sufficient cause therefor, of farm produce received in interstate commerce by commission merchants and others, and to require them truly and correctly to account for all farm produce received by them," approved March 3, 1927 (44 Stat. 1355; 7 U.S.C. 491-497).

(b) "Person" means an individual, partnership, association or corporation.

(c) "Secretary" means the Secretary of Agriculture of the United States, or any officer or employee of the Department to whom authority has heretofore been delegated, or to whom authority may hereafter be delegated, to act in his stead.

(d) "Service" means the Consumer and Marketing Service, United States Department of Agriculture.

(e) "Deputy Administrator" means the Deputy Administrator for Marketing Services, or any officer or employee of the Service, to whom authority has heretofore lawfully been delegated, or to whom authority may hereafter lawfully be delegated, to act in his stead.

(f) "Director" means the Director of the Fruit and Vegetable Division of the Service, or any officer or employee of the Division to whom authority has heretofore lawfully been delegated, or to whom authority may hereafter lawfully be delegated by the Director to act in his stead.

(g) "Produce" means all fresh fruits and fresh vegetables generally considered by the trade as perishable fruits and vegetables, melons, dairy or poultry products, or any perishable farm products of any kind or character.

(h) "Truly and correctly to account" means, unless otherwise stipulated by the parties, that the consignee of produce shall, within ten days after the final sale is made of any produce received for sale on consignment in interstate commerce or in the District of Columbia, render to the consignor thereof a true and correct itemized statement of the gross sales as well as all selling charges and all other charges or expenses paid and a statement of the net proceeds or deficit, and make full payment to the consignor of the net proceeds so received together with a full explanation of the disposition of any and all produce not sold.

(i) "Good and sufficient cause" means, with respect to destroyed, abandoned, discarded, or dumped produce, that the produce so dealt with had no commercial value, or that some other legal justification for so dealing with such produce existed, such as an order of condemnation by a health officer or definite authority from the shipper.

(j) "Commercial value" means any value that the produce may have for any purpose that can be ascertained in the exercise of due diligence by the consignee without unreasonable expense on loss of time.

ADMINISTRATION

§ 48.3 Director.

The Director shall perform, for and under the supervision of the Secretary and the Deputy Administrator, such duties as the Secretary or the Deputy Administrator may require in enforcing the provisions of the Act and the regulations issued thereunder.

VIOLATIONS

§ 48.4 Destroying or dumping.

Any person receiving produce in interstate commerce or in the District of Columbia for or on behalf of another who, without good and sufficient cause, shall destroy or abandon, discard as refuse, or dump any produce, directly or indirectly or through collusion with any person, shall be considered to have violated the Act.

§ 48.5 False report or statement.

Any person receiving produce in interstate commerce or in the District of Columbia for or on behalf of another shall be considered to have violated the Act if, knowingly and with intent to defraud, he makes any false report or statement to the person from whom such produce was received concerning the handling, condition, quality, quantity, sale, or disposition thereof.

§ 48.6 Failure to account.

Any person receiving produce in interstate commerce or in the District of Columbia for or on behalf of another shall be considered to have violated the Act if, knowingly and with intent to defraud, he fails truly and correctly to account to the person from whom such produce was received.

JUSTIFICATION FOR DUMPING

§ 48.7 Evidence to justify dumping.

Any person, receiving produce in interstate commerce or in the District of Columbia, having reason to destroy, abandon, discard as refuse or dump such produce, should, prior to such destroying, abandoning, discarding or dumping, obtain a dumping certificate or other evidence of justification for such action. Certification, showing that the produce has no commercial value, should be obtained from:

(a) An inspector authorized by the United States Department of Agriculture to inspect produce; or (b) a health officer, or food inspector of any State, county, parish, city or municipality or of the District of Columbia. When no inspector or health officer, as designated in paragraph (a) or (b) of this section is available, affidavits as to the condition of the produce should be obtained from two disinterested persons having no financial interest in the produce involved or in the business of a person financially interested therein, and who are unrelated by blood or marriage to any such financially interested person, and who, at the time of certification, and for a period of at least one year immediately prior thereto, have been engaged in the handling of the same general kind or class of produce with respect to which such affidavits are to be made. The certificate or affidavit obtained for justifying dumping should identify the produce to be dumped by giving the name of the shipper, any identifying marks or brands on the original container, the type of container, the commodity, the quantity, the date of inspection, and contain a short description of the condition of the produce to be dumped at the time of inspection. The name, address and title of the person or persons making such inspection should also be designated on the certificate or affidavit.

COMPLAINTS

§ 48.8 Filing of complaints.

Any person having reason to believe that the Act or the regulations in this part have been violated should submit promptly all available facts with respect thereto to the Director for investigation and appropriate action.

PART 50—RULES OF PRACTICE GOVERNING WITHDRAWAL OF INSPECTION AND GRADING SERVICES

Subpart A—General

Sec.
50.1 Meaning of words.
50.2 Definitions.
50.3 Scope and applicability of this part.

Subpart B—Conditional Withdrawal of Service Proceedings

50.11 General.
50.12 Notice.

Subpart C—Rules Applicable To Disciplinary Withdrawal Proceedings

50.21 Stipulations and consent orders.
50.22 Formal complaints and other moving papers.
50.23 Docket number.
50.24 Judges.
50.25 The answer.
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50.30 Post-hearing procedure.
50.31 Appeal to Secretary.
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50.33 Consideration of appeal by the Secretary and issuance of final order.
50.34 Rehearing, reargument, reconsideration of orders, and reopening of hearings.
50.35 Filing; extensions of time; effective date of filing; computation of time.
50.36 Service; proof of service.
50.37 Rule applicable to all proceedings.
50.40 Summary action, general.

AUTHORITY: Sec. 205, 60 Stat. 1090 as amended; 7 U.S.C. 1624.

SOURCE: 40 FR 36100, Aug. 19, 1975, unless otherwise noted.

Subpart A—General

§ 50.1 Meaning of words.

As used in this part, words in the singular form shall be deemed to impart the plural, and vice versa, as the case may require.

§ 50.2 Definitions.

(a) The term "Act" means the Agricultural Marketing Act of 1946, approved August 14, 1946, and any legislation amendatory thereof (7 U.S.C. 1621-1627).

(b) "Administrator" means the Administrator, Agricultural Marketing Service, U.S. Department of Agriculture, or any officer or employee to whom authority has heretofore been delegated, or to whom authority may hereafter be delegated to act in his stead.

(c) "Division" means the Division of the Agricultural Marketing Service initiating the withdrawal proceedings.

(d) "Director" means the Director of the Division or any officer or employee to whom authority has heretofore been delegated or to whom authority may hereafter be delegated, to act in his stead.

(e) "Department" means the United States Department of Agriculture.

(f) "Secretary" means the Secretary of Agriculture of the United States, or any officer or employee of the Department to whom authority has heretofore been delegated, or to whom authority may hereafter be delegated, to act in his stead.

(g) "General Counsel" means the General Counsel of the Department or any employee of the Office of the General Counsel to whom the authority to act in his stead has heretofore been or may hereafter be delegated.

(h) "Conditional withdrawal of service" means the withdrawal, not involving disciplinary action, of grading or inspection service from a person for a correctable cause such as failure to pay bills for service, interference with the grading or inspection personnel in the performance of their duties, insanitary or other unsatisfactory plant conditions.

(i) "Disciplinary withdrawal of service" means the withdrawal of grading or inspection service for any reason (other than a conditional withdrawal) due to a violation of the Act or the regulations issued thereunder. The term includes termination of service contracts for cause even though the contract may provide for the unilateral termination by the Agricultural Marketing Service under certain specified conditions.

(j) "Administrative Law Judge." In connection with disciplinary proceedings, the terms "Administrative Law Judge" or "Judge" mean any Administrative Law Judge appointed pursuant to 5 U.S.C. 3105, assigned to conduct the proceeding.

(k) "Initial decision". In connection with disciplinary proceedings, "initial decision" or "decision" means the initial decision of an Administrative Law Judge, and includes the Administrative Law Judge's (1) findings of fact and conclusions with respect to all material issues of fact, law or discretion, as well as the reasons or basis therefor, (2) order, and (3) rulings on findings, conclusions and order submitted by the parties.

(l) "Hearing Clerk" means the Hearing Clerk, United States Department of Agriculture, Washington, D.C. 20250.

(m) "Party" includes the Department in those instances in which a proceeding is instituted upon moving papers filed by an officer or employee of the Department in an official capacity.

(n) "Complainant" means the party upon whose moving paper the proceeding is instituted.

(o) "Respondent" means the party proceeded against.

(p) "Moving paper" means any formal complaint, petition or notice, issued by the Director, by virtue of which a formal proceeding under the Act is instituted.

§ 50.3 Scope and applicability of this part.

The rules of practice in this part shall govern all withdrawals of inspection and grading service furnished by the Agricultural Marketing Service pursuant to the Act. They do not modify existing procedures for refusing to inspect, grade, or certify a specific lot of a product because of adulteration, improper preparation or improper presentation of the lot for grading, or because of failure to comply with any similar requirements set forth in applicable regulations.

Subpart B—Conditional Withdrawal of Service Proceedings

§ 50.11 General.

The Director may withdraw grading or inspection service from a person for a correctable cause. Such service, after appropriate corrective action is taken, will be restored immediately, or as soon thereafter as a grader or inspector can be made available.

§ 50.12 Notice.

Written notice shall be given to the person concerned, in advance of a conditional withdrawal, whenever it is feasible to do so. If advance written notice is not given, the conditional withdrawal action shall be promptly confirmed in writing and the reason therefor shall be stated, except in instances where the person has already corrected the deficiency.

Subpart C—Rules Applicable to Disciplinary Withdrawal Proceedings

§ 50.21 Stipulations and consent orders.

(a) At any time prior to the issuance of the moving paper, the Director may enter into a stipulation with the prospective respondent, whereby the latter agrees to discontinue the acts or practices which are violative of the Act and also may agree to withdrawal of grading or inspection service. Such stipulations shall be admissible as evidence of such acts and practices in any subsequent proceeding against such person before the Secretary.

(b) At any time after the issuance of the moving paper and prior to the hearing in any proceeding, the Director, in his discretion, may allow the respondent to consent to an order. In so consenting, the respondent must submit, for filing in the record, a stipulation or statement in which he admits at least those facts necessary to the Secretary's jurisdiction and agrees that an order may be entered against him. Upon a record composed of the moving paper and the stipulations or agreement consenting to the order, the Judge shall enter the order consented to by the respondent, which shall have the same force and effect as an order made after oral hearing.

§ 50.22 Formal complaints and other moving papers.

(a) *Filing; service; and number of copies.* A formal complaint or other form of moving paper shall be filed, in triplicate, with the Hearing Clerk, who shall promptly serve a true copy thereof upon the respondent, in the manner provided in § 50.36.

(b) *Who may file.* Disciplinary withdrawal proceedings may be instituted only upon moving papers filed by the Director.

(c) *Contents.* A moving paper shall state briefly and clearly the allegations of fact which constitute a basis for the proceeding and shall specify with particularity the matters or things in issue. Moving papers shall not include charges, implied charges, or requirements phrased generally in the words of the Act, but the words of the Act may be identified and quoted or used in preliminary recitals. Moving papers which propose to deny applications, petitions, or requests shall specify the reason for denial and shall, so far as practicable, contain suggestions as to further procedures or alternatives available to the persons involved.

(d) *Amendments.* At any time prior to the close of the hearing, the moving paper may be amended, but, in case of an amendment adding new provisions, the hearing shall, at the request of the respondent, be adjourned for a reasonable time to be determined by the Judge. Amendments subsequent to the first amendment or subsequent to the filing of an answer by the respondent may be made only with leave of the Judge or with the written consent of the adverse party.

§ 50.23 Docket number.

Each proceeding, immediately following the institution, shall be assigned a docket number by the Hearing Clerk, and thereafter the proceeding may be identified by such number.

§ 50.24 Judges.

(a) *Assignment.* No Judge shall be assigned to serve in any proceeding who (1) has any pecuniary interest in any matter or business involved in the proceeding, (2) is related within the third degree by blood or marriage to any part to the proceeding, or (3) has participated in the investigation preceding the institution of the proceeding or in the determination that it should be instituted or in the preparation of the complaint or in the development of the evidence to be introduced therein.

(b) *Request for disqualification of Judge.* (1) Any party may file with the Hearing Clerk a timely request, in affidavit form, for the disqualification of the Judge, which request shall set forth with particularity the grounds of alleged disqualification. After such investigation or hearing as the Secretary may deem necessary, he shall either deny or grant the request. If the request is granted, another Judge shall be assigned to the proceeding. If such request is denied, the request, any record made thereon, and the finding and order of the Secretary thereon shall be made a part of the record.

(2) A Judge shall ask to be withdrawn from any proceeding in which he deems himself disqualified for any reason.

(c) *Conduct.* The Judge shall conduct the proceeding in a fair and impartial manner and, save to the extent required for the disposition of ex parte matters as authorized by law, he shall not consult any person or party on any fact in issue unless upon notice and opportunity for all parties to participate.

(d) *Powers.* Subject to review by the Secretary, as provided elsewhere in the regulations in this part, the Judge in any proceeding assigned to him, shall have power to:

(1) Rule upon motions and requests;

(2) Set the time and place of hearing, adjourn the hearing from time to time, and change the time and place of hearing;

(3) Administer oaths and affirmations and take affidavits;

(4) Examine witnesses and receive evidence;

(5) Take, or order (over the facsimile signature of the Secretary) the taking, of depositions;

(6) Admit or exclude evidence;

(7) Hear oral argument on facts or law;

(8) Do all acts and take all measures necessary for the maintenance of order at the hearing and for the efficient conduct of the proceeding.

(e) *Who may act in absence of Judge.* In case of the absence of the Judge or his inability to act, the powers and duties to be performed by him under these rules of practice in connection with a proceeding may, without abatement of the proceeding unless otherwise ordered by the Secretary, be assigned to any other Judge.

§ 50.25 The answer.

(a) *Filing and service.* Within 20 days after the service of the moving paper, the respondent shall file, in triplicate, with the Hearing Clerk, an answer, signed by the respondent or his attorney: *Provided,* That the Secretary may order that the hearing be held without answer or other pleading. The answer shall be served upon the complainant, and any other party of record, by the Hearing Clerk.

(b) *Contents; failure to file.* Such answer shall (1) contain a statement of the facts which constitute the grounds of defense, and shall specifically admit, deny, or explain each of the allegations of the moving paper unless the respondent is without knowledge, in which case the answer shall so state; or (2) state that the respondent admits all of the allegations of the moving paper. The answer may contain a waiver of hearing. Failure to file an answer to, or plead specifically to, any allegation of the moving paper shall constitute an admission of such allegation.

(c) *Procedure upon admission of facts.* The admission, in the answer or by failure to file an answer, of all the material allegations of fact contained in the moving papers shall constitute a waiver of hearing. Upon such admission of facts, complainant shall file in triplicate a proposed decision, along with a motion for the adoption thereof, which motion and proposed decision shall be served upon the respondent by the Hearing Clerk. Within 20 days after service of such motion and proposed decision, the respondent may file with the Hearing Clerk objections thereto. In not less than 30 days after service of complainant's motion and proposed decision, the Judge shall issue an initial decision without further procedure or hearing. Absent a waiver by the parties of service of the Judge's initial decision, it shall be served upon them by the Hearing Clerk. The parties shall be given an opportunity to file appeals to the initial decision, to file briefs in support of such appeals, and to make oral arguments thereon before the Secretary in accordance with § 50.32.

§ 50.26 Motions and requests.

(a) *General.* (1) All motions and requests shall be filed with the Hearing Clerk, except that those made during an oral hearing may be stated orally and made a part of the transcript.

(2) The Judge shall rule upon all motions and requests filed or made prior to the issuance of the initial decision. The Secretary shall rule upon all motions and requests filed in connection with an appeal of the initial decision to the Secretary.

(b) *Certification to Secretary.* The submission or certification of any motion, request, objection, or other question to the Secretary prior to the issuance of an initial decision shall be in the discretion of the Judge.

§ 50.27 Oral hearing before Judge.

(a) *Request for oral hearing.* (1) Any party may request an oral hearing on the facts by including such request in the moving paper or answer or by a separate request in writing filed with the Hearing Clerk.

(2) Waiver of oral hearing shall not be deemed to be a waiver of the right to make oral argument before the Secretary upon appeal of the Judge's initial decision.

(b) *Time and place.* If and when the proceeding has reached the state where oral hearing is to be held, the Judge, upon motion of any of the parties, jointly or individually, stating that the matter is at issue and is ready for hearing, shall set a time and place for hearing giving careful consideration to the convenience of the parties, and shall file with the Hearing Clerk a notice stating the time and place of hearing. If any change in the time or place of the hearing becomes necessary it shall be made by the Judge and notice of such change shall be served upon the parties.

(c) *Appearances*—(1) *Representation.* In any proceeding under the Act, the parties may appear in person or by the counsel or other representative. The Department, if represented by counsel, shall be represented by an attorney assigned by the General Counsel.

(2) *Debarment of counsel or representative.* (i) Whenever, while a proceeding is pending before him, the Judge finds that a person acting as counsel or representative for any party to the proceeding is guilty of unethical or unprofessional conduct, the Judge may order that such person be precluded from further acting as counsel or representative in such proceeding. An appeal to the Secretary may be taken from any such order, but the proceeding shall not be delayed or suspended pending disposition of the appeal: *Provided,* That the Judge may suspend the proceedings for a reasonable time for the purpose of enabling the party to obtain other counsel or representative.

(ii) In case the Judge has issued an order precluding a person from further acting as counsel or representative in the proceeding, the Judge, within a reasonable time thereafter, shall submit to the Secretary a report of the facts and circumstances surrounding the issuance of the order and shall recommend what action the Secretary should take respecting the appearance of such person as counsel or representative in other proceedings before the Secretary. Thereafter, the Secretary may, after notice and an opportunity for hearing, issue such order respecting the appearance of such person as counsel or representative in proceedings before the Secretary as the Secretary finds to be appropriate.

(3) *Failure to appear.* (i) If any party to the proceeding, after being duly notified, fails to appear at the hearing, he shall be deemed to have waived the right to an oral hearing in the proceeding. In the event that a party appears at the hearing and no party appears for the opposing side, the Judge may determine whether the party who is present shall present his evidence, in whole or in part, in the form of affidavits or by oral testimony before the Judge.

(ii) Failure to appear at a hearing shall not be deemed to be a waiver of the right to be served with a copy of the Judge's initial decision, to appeal therefrom to the Secretary, and to make oral argument before the Secretary with respect thereto.

(d) *Order of proceeding.* Except as may be determined otherwise by the Judge, the moving party shall proceed first at the hearing.

(e) *Evidence*—(1) *In general.* (i) The testimony of witnesses at a hearing shall be on oath or affirmation, subject to cross-examination, and shall be reported verbatim.

(ii) Any witness may, in the discretion of the Judge, be examined separately and apart from all other witnesses except those who may be parties to the proceeding.

(iii) The Judge shall exclude, insofar as practicable, evidence which is immaterial, irrelevant, or unduly repetitious, or which is not of the sort upon which responsible persons are accustomed to rely.

(2) *Objections.* (i) If a party objects to the admission or rejection of any evidence or to the limitation of the scope of any examination or cross-examination, he shall state briefly the grounds of such objections, whereupon an automatic exception will follow if the objection is overruled by the Judge. The transcript shall not include argument or debate thereon except as ordered by the Judge. The ruling of the Judge on any objection shall be a part of the transcript.

(ii) Only objections made before the Judge may subsequently be relied upon in the proceeding.

(3) *Depositions.* The deposition of any witness shall be admitted, in the manner provided in and subject to the provisions of § 50.28.

(4) *Affidavits.* Except as is otherwise provided in the regulations in this part, affidavits may be admitted only if the evidence is otherwise admissible and the parties agree (which may be determined by their failure to make timely objections) that affidavits may be used.

(5) *Proof and authentication of official records or documents.* An official record or document, if admissible for any purpose, shall be admissible in evidence without the production of the person who made or prepared the same. Such record or document shall be evidenced by an official publication thereof or by a copy attested by the person having legal authority to make such attestation. The person attesting

the copy shall make a certificate showing such authority.

(6) *Exhibits.* (i) All written statements, charts, tabulations, or similar data offered in evidence at the hearing shall, after identification by the proponent and upon a satisfactory showing of the admissibility of the contents thereof, be numbered as exhibits, received in evidence, and made a part of the record. Unless the Judge finds that the furnishing of copies is impracticable, a copy of each exhibit shall be filed with the Judge for the use of each other party to the proceeding. The Judge shall advise the parties as to the exact number of copies which will be required to be filed and shall make and have noted on the record the proper distribution of the copies.

(ii) If the testimony of a witness refers to a statute, a report, document, or transcript, the Judge, after inquiry relating to the identification of such statute, report, document, or transcript, shall determine whether a copy of the same shall be produced at the hearing and physically be made a part of the evidence as an exhibit, or whether it shall be incorporated into the evidence by reference. If relevant and material matter offered in evidence is embraced in a report, document, or transcript containing immaterial or irrelevant matter shall, insofar as practicable, be designated by the party and segregated and excluded.

(7) *Official notice.* Official notice shall be taken of such matters as are judicially noticed by the courts of the United States and of any other matter of technical, scientific, or commercial fact of established character: *Provided,* That the parties shall be given adequate notice of matters so noticed, and shall be given adequate opportunity to show that such facts are erroneously noticed.

(8) *Offer of proof.* Whenever evidence is excluded from the record, the party offering such evidence may make an offer of proof, which shall be included in the transcript. The offer of proof shall consist of a brief statement describing the evidence to be offered. If the evidence consists of a brief oral statement or of an exhibit, it shall be inserted into the transcript in toto. In such event, it shall be considered a part of the transcript if the Secretary decides that the Judge's ruling in excluding the evidence was erroneous. The Judge shall not allow the insertion of such evidence in toto if the taking of such evidence will consume a considerable length of time at the hearing. In the latter event, if the Secretary decides that the Judge erred in excluding the evidence, and that such error was substantial, the hearing will be reopened to permit the taking of such evidence.

(f) *Oral argument before Judge.* Oral argument before the Judge shall not be allowed unless the Judge finds that the denial of such argument will be likely to deprive the parties of an adequate opportunity for oral argument subsequently in the proceeding. Such argument, which shall be reduced to writing and made part of the transcript, may be limited by the Judge to any extent that he finds necessary for the expeditious disposition of the proceeding.

§ 50.28 Depositions.

(a) *Procedure in lieu of deposition.* Before taking testimony by deposition, a party may execute and submit to the other party an affidavit which shall set forth the facts to which the witness would testify, if the deposition should be taken. If, after examination of such affidavit, the other party agrees to the use of the affidavit in lieu of a deposition, the Judge shall admit the affidavit in evidence and shall not order the deposition to be taken.

(b) *Application for taking deposition.* Upon the application of a party to the proceeding, the Judge may, at any time after the filing of the moving papers, order, over the facsimile signature of the Secretary, the taking of testimony by deposition. The application shall be in writing, shall be filed with the Hearing Clerk, and shall set forth:

(1) The name and address of the proposed deponent; (2) the name and address of the person (referred to hereinafter in this section as the "officer") qualified under the regulations in this

part to take depositions, before whom the proposed examination is to be made; (3) the proposed time and place of the examination, which shall be at least 15 days after the date of the mailing of the application; and (4) the reasons why such deposition should be taken.

(c) *Judge's order for taking deposition.* If, after examination of the application, the Judge is of the opinion that the deposition should be taken, he shall order its taking. The order shall be filed with the Hearing Clerk, shall be served upon the parties, and shall state:

(1) The time and place of the examination (which shall not be less than 7 days after the filing of the order); (2) the name of the officer before whom the examination is to be made; (3) the name of the deponent. The officer and the time and place need not be the same as those suggested in the application.

(d) *Qualifications of officer.* The deposition shall be made before the Judge or before an officer authorized by the law of the United States or by the law of the place of the examination to administer oaths, or before an officer authorized by the Secretary to administer oaths.

(e) *Procedure on examination.* (1) Deponent shall be examined under oath or affirmation and shall be subject to cross-examination. The testimony of the deponent shall be recorded by the officer or by some person under his direction and in his presence. In lieu of oral examination, parties may transmit written questions to the officer prior to the examination and the officer shall propound such questions to the deponent.

(2) The applicant shall arrange for the examination of the witness either by oral examination or by written questions. If the place of business of the opposing party is more than 100 miles from the place of the examination, the applicant will be required to conduct the examination by means of written questions, unless the parties otherwise agree. If the examination is conducted by means of written questions, copies of the questions shall be served upon the other party to the proceeding at least 10 days prior to the date set for the examination unless otherwise agreed, and the other party shall be afforded an opportunity to file with the officer cross-questions at any time prior to the time of the examination.

(f) *Certification by officer.* The officer shall certify on the deposition that the deponent was duly sworn by him and that the deposition is a true record of the deponent's testimony. He shall then securely seal the depositions, together with one copy thereof (unless there are more than two parties in a proceeding, in which case there should be another copy for each additional party), in an envelope and mail the same by registered mail to the Hearing Clerk.

(g) *Use of depositions.* A deposition ordered and taken in accordance with the provisions of this section may be used in a proceeding under the Act if the Judge finds that the evidence is otherwise admissible and (1) that the witness is dead; or (2) that the witness is at a distance greater than 100 miles from the place of hearing, unless it appears that the absence of the witness was procured by the party offering the deposition; or (3) that the witness is unable to attend or testify because of age, sickness, infirmity, or imprisonment; or (4) that the party offering the deposition has endeavored to procure the attendance of the witness, but has been unable to do so; or (5) that such exceptional circumstances exist as to make it desirable, in the interests of justice, to allow the deposition to be used. If a deposition has been taken and the party upon whose application it was taken refuses to offer it in evidence, the other party may offer the deposition or any part thereof in evidence.

§ 50.29 Prehearing conferences.

In any proceeding in which it appears that such procedure will expedite the proceeding, the Judge, at any time prior to or during the course of the oral hearing, may request the parties or their counsel to appear at a conference before him to consider (a) the simplification of issues; (b) the necessity or desirability of amendments to pleadings; (c) the possibility of obtaining stipulations of fact and of documents which will avoid unnecessary proof; (d) the limitation of the number of expert or other witnesses; and (e) such other matters as may expedite and aid in the disposition of the proceeding. No transcript of such conference shall be made, but the Judge shall prepare and file for the record a written summary of the action agreed upon or taken at the conference, which shall incorporate any written stipulations or agreements made by the parties at the conference or as a result of the conference. If the circumstances are such that a conference is impracticable, the Judge may request the parties to correspond with him for the purpose of accomplishing any of the objects set forth in this section. The Judge shall forward copies of letters and documents to the parties as the circumstances require. Correspondence in such negotiations shall not be a part of the record, but the Judge shall submit a written summary for the record if any agreement is reached or action is taken.

§ 50.30 Post-hearing procedure.

(a) *Corrections to and certification of transcript.* (1) At such time as the Judge may specify, but not later than the time fixed for filing proposed findings of fact, conclusions and order, or briefs, as the case may be, the parties may file with the Judge proposed corrections to the transcript.

(2) As soon as practicable after the filing of proposed findings of fact, conclusions and orders, or briefs, as the case may be, the Judge shall file with the hearing clerk his certificate indicating any corrections to be made in the transcript, and stated that, to the best of his knowledge and belief, the transcript, as corrected, is a true, correct, and complete transcript of the testimony given at the hearing, and that the exhibits are all the exhibits properly a part of the hearing record. The original of such certificate shall be attached to the original transcript and copy of such certificate shall be served upon each of the parties by the Hearing Clerk who shall also enter onto the transcript (without obscuring the text) any correction noted in the certification.

(b) *Proposed findings of fact, conclusions, orders, and briefs.* Each party may file with the Hearing Clerk proposed findings of fact, conclusions and orders, based solely upon the record, and on matters subject to official notice, and a brief in support thereof. The Judge shall announce at the hearing a definite calendar day as the time within which these documents may be filed.

(c) *Administrative Law Judge's initial decision.* The Judge, within a reasonable time after the termination of the period allowed for the filing of proposed findings of fact, conclusions and orders, and briefs in support thereof, shall prepare, upon the basis of the record and on matters officially noticed and shall file with the Hearing Clerk, his initial decision, a copy of which shall be served by the Hearing Clerk upon each of the parties. Such decision shall become final without further proceedings 35 days after the date of service thereof, unless there is an appeal to the Secretary by a party to the proceeding pursuant to § 50.31(a): *Provided, however,* That no decision shall be final for purposes of judicial review except a final decision of the Secretary upon appeal.

§ 50.31 Appeal to Secretary.

(a) *Filing of petition.* Any party who disagrees with a Judge's decision, or any part thereof, may appeal the decision to the Secretary by transmitting an appeal petition to the Hearing Clerk within 30 days after service of said decision upon said party. Each issue set forth in the appeal, and the arguments thereon, shall be separately numbered; shall be plainly and concisely stated; and shall contain detailed citations of the record, statutes, regulations and authorities being relied upon in support thereof. The appeal petition shall be served upon the other party to the proceeding by the Hearing Clerk.

(b) *Response to appeal petition.* Within 20 days after the service of an appeal brought by a party to the proceeding, any other party may file with the Hearing Clerk a response in support of or in opposition to such appeal which shall be served upon the appellant.

(c) *Transmittal of record.* Whenever an appeal of an initial decision is filed and a response thereto has been filed or the time for filing a response has expired, the Hearing Clerk shall transmit to the Secretary the record of the proceeding. Such record shall include: the pleadings; motions, and requests filed and ruling thereon; the transcript of the testimony taken at the hearing, together with the exhibits filed therein; any documents or papers filed in connection with prehearing conferences; such proposed findings of fact, conclusions and orders, and briefs in support thereof, as may have been filed in connection with the hearings; the judge's initial decision; and the appeal petition; briefs in support thereof and responses thereto as may have been filed in the proceeding.

§ 50.32 Argument before Secretary.

(a) *Oral argument.* A party bringing an appeal may request, within the prescribed time period for filing such appeal, an opportunity for oral argument before the Secretary. Failure to make such request in writing, within the prescribed time period, shall be deemed a waiver of oral argument. The Secretary, in his discretion, may grant, refuse, or limit any request for oral argument on appeal.

(b) *Briefs.* The Secretary may allow or refuse to allow briefs to be filed, either in lieu of or in addition to oral argument.

(c) *Scope of argument.* Argument to be heard on appeal whether oral or in a written brief, shall be limited to the issues raised in the appeal, except that if the Secretary determines that additional issues should be argued, the parties shall be given reasonable notice of such determination, so as to permit preparation of adequate arguments on all issues to be argued.

§ 50.33 Consideration of appeal by the Secretary and issuance of final order.

As soon as practicable after the receipt of the record from the Hearing Clerk, or, in case oral argument was had, as soon as practicable thereafter, the Secretary, upon the basis of and after due consideration of the record, shall rule on the appeal. If the Secretary decides that no change or modification of the Judge's decision is warranted, he may adopt the Judge's decision as the final order of the Secretary, preserving any right of the party bringing the appeal to seek judicial review of such decision in the proper forum.

(a) *Issuance of final order.* A final order issued by the Secretary shall be filed with the Hearing Clerk, who shall serve it forthwith upon the parties.

§ 50.34 Rehearing, reargument, reconsideration of orders, and reopening of hearings.

(a) *Petitions to rehear, reargue, and reconsider.* A petition for rehearing or reargument of the proceeding, or for reconsideration of the order, shall be made by petition to the Secretary filed with the Hearing Clerk within 10 days after the date of service of the order. Every such petition shall state specifically the matters claimed to have been erroneously decided and the alleged errors. If the Secretary concludes that the questions raised by the petition have been sufficiently considered in the issuance of the order, he shall dismiss the petition without service on the other party. Otherwise he shall direct that a copy of the petition be served upon such party. The filing of a petition to rehear or reargue a proceeding or to reconsider an order shall automatically operate to set aside the order pending final action on the petition.

(b) *Petition to reopen.* A petition to reopen a hearing to take further evidence may be filed at any time prior to the issuance of the final order. Every such petition shall state briefly the nature and purpose of the evidence to be adduced, shall show that such evidence is not merely cumulative, and shall set forth a good reason why such evidence was not adduced at the hearing. Every such petition shall be served by the Hearing Clerk on the other party in the proceeding.

(c) *Procedure for disposition of petitions.* Within 20 days following the service of any petition provided for in this section, the other party to the proceeding may file with the Hearing Clerk an answer thereto. In the event that any such petition is granted the applicable rules of practice shall be followed.

§ 50.35 Filing; extensions of time; effective date of filing; computation of time.

(a) *Filing; number of copies.* Except as is provided otherwise herein, all documents or papers required or authorized by the regulations in this part to be filed with the Hearing Clerk shall be filed in triplicate: *Provided,* That, where there are more than two parties to the proceeding, a sufficient number of copies shall be filed so as to provide for service upon all the parties to the proceeding. Any document or paper required or authorized by the regulations in this part to be filed with the Hearing Clerk shall, during the course of an oral hearing, be filed with the Judge.

(b) *Extensions of time.* The time for the filing of any document or paper (except an informal complaint) required or authorized under the regulations in this part to be filed may be extended by the Judge (before the transmittal of the record to the Secretary) or by the Secretary (after such transmittal) upon request, if, in the judgment of the Judge or the Secretary, as the case may be, there is good reason for the extension.

(c) *Effective date of filing.* Any document or paper required or authorized under the regulations in this part to be filed shall be deemed to be filed when it reaches the Hearing Clerk.

(d) *Computation of time.* Sundays and holidays shall be included in computing the time allowed for the filing of any document or paper: *Provided,* That when such time expires on a Sunday or Federal holiday, the period shall be extended to include the next following business day.

§ 50.36 Service; proof of service.

Service of all papers and documents required to be served on the parties in any proceeding under these rules shall be made by the Hearing Clerk, unless otherwise provided herein or directed by a Judge or the Secretary, and shall be made either (a) by registering or certifying and mailing a copy of the document or paper, addressed to the individual, partnership, corporation, organization, or association, or to his or its attorney or agent for record, at his or its last known principal office, place of business, or residence; or (b) if such registered or certified matter is returned undelivered for any reason, by mailing by regular mail a copy of the document or paper, addressed to such individual, partnership, corporation, organization, or association, or to his or its attorney or agent of record, at his or its last known principal office, place of business, or residence; or (c) by leaving a copy of the document or paper at the principal office, or place of business, or residence, of such individual, partnership, corporation, organization, or association, or of his or its attorney or agent of record and by mailing by regular mail another copy to such person at such address; or (d) by delivering a copy of the document or paper to the individual to be served, or to a member of the partnership to be served, or to the president, secretary, or other executive officer or any director of the corporation, organization, or association to be served, or to the attorney or agent of record of such individual, partnership, corporation, organization, or association. Proof of service hereunder by a person other than an employee of the Department or a United States Marshal or his deputy shall be made by the affidavit of the person who actually made the service. Proof of service hereunder by an employee of the Department or a United States Marshal or his deputy shall be made by the certificate of the person who actually made the service: *Provided,* That if the service be made by registered or certified mail, as outlined in paragraph (a) of this section, proof of service shall be made by the return post-office receipt, except that, if the registered or certified matter is returned undelivered for any reason, proof of service may be made by the certificate of the person who thereafter mailed the same matter by regular mail. The affidavit, certificate, or post-office receipt contemplated herein shall be filed with the Hearing Clerk.

§ 50.37 Rule applicable to all proceedings.

The Secretary may act in the place and stead of an examiner or Judge in any proceeding hereunder. When he so acts, the Hearing Clerk shall transmit the record to the Secretary at the expiration of the period provided for the filing of proposed findings of fact, conclusions and orders, and the Secretary shall thereupon, after due consideration of the record, issue his final order in the proceeding: *Provided*, That he may issue a tentative order in which event the parties shall be afforded an opportunity to file exceptions before the issuance of the final order.

§ 50.40 Summary action, general.

(a) *General.* In any situation where the integrity of the service would be seriously jeopardized if service were continued pending a decision in the proceeding, service to respondent may be suspended effective on or after the third day after mailing of notice thereof to respondent's last known or designated address or upon actual receipt of such notice, whichever is earlier.

(b) *Actual or threatened physical violence.* In any case of actual or threatened physical violence to an inspector or grader, service to respondent may be suspended prior to the transmittal of written notice to respondent. A written notice shall be given as promptly as circumstances permit.

SUBCHAPTER C—REGULATIONS AND STANDARDS UNDER THE AGRICULTURAL MARKETING ACT OF 1946

PART 51—FRESH FRUITS, VEGETABLES AND OTHER PRODUCTS[1, 2] (INSPECTION, CERTIFICATION, AND STANDARDS)

Subpart—Regulations

ADMINISTRATIVE

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51.1 Administration of regulations.

DEFINITIONS

51.2 Terms defined.
51.3 Designation of official certificates, memoranda, marks, other identifications and devices for purposes of the Agricultural Marketing Act.

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51.4 Where inspection service is offered.
51.5 Who may obtain inspection service.
51.6 How to make application.
51.7 Form of application.
51.8 Filing of application.
51.9 When application may be rejected.
51.10 When application may be withdrawn.
51.11 Authority to request inspection.
51.12 Accessibility of products.
51.13 Basis of service.
51.14 Order of inspection service.
51.15 Financial interest of Inspector.
51.16 Postponing inspection service.
51.17 Official sampling.
51.18 Certificate forms.
51.19 Issuance of certificates.
51.20 Issuance of corrected certificates.
51.21 Disposition of inspection certificates.
51.22 Disposition of samples.
51.23 Report of inspection results prior to issuance of formal report.

APPEAL INSPECTION

51.24 When appeal inspection may be requested.
51.25 Where to file for an appeal inspection and information required.
51.26 Record of filing time.

Sec.
51.27 When appeal inspection may be refused.
51.28 When an application for an appeal inspection may be withdrawn.
51.29 Order in which made.
51.30 Who shall perform appeal inspections.
51.31 Appeal inspection certificate.

LICENSING OF INSPECTORS

51.32 Who may be licensed.
51.33 Application to become a licensed inspector.
51.34 Suspension or revocation of license of a licensed inspector.
51.35 Surrender of license.
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51.37 Amount of fees, rates, and charges.
51.38 Basis for charges.
51.39 Fees for appeal inspections.
51.40 Traveling and other expenses.
51.41 Fees for additional copies of inspection certificates.
51.42 Charges for inspection services on a contract basis.
51.43 How fees shall be paid.
51.44 Disposition of fees.

SCHEDULE OF FEES AND CHARGES AT SHIPPING POINT AREAS

51.45 Fees and charges at shipping point areas.

MISCELLANEOUS

51.46 Denial of inspection service.
51.47 Political activity.
51.48 Inspector's identification.
51.49 Approved identifications.
51.50 Custody of official inspection marking devices.
51.51 Prohibited uses of approved identification.
51.52 Licensing and identification of certain official devices.

REQUIREMENTS FOR PLANTS OPERATING UNDER CONTINUOUS INSPECTION ON A CONTRACT BASIS

51.53 Continuous inspections.
51.54 Plant survey.
51.55 Premises.
51.56 Buildings and structures.
51.57 Facilities.
51.58 Equipment.
51.59 Operations and operating procedures.

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[1] Among such other products are the following: Raw nuts, Christmas trees and evergreens; flowers and flower bulbs; and onion sets.

[2] None of the requirements in the regulations of this part shall excuse failure to comply with any Federal, State, county, or municipal laws applicable to products covered in the regulations in this part.

Sec.
51.60 Termination of contracts.
51.61 Congressional interest in contracts.
51.62 OMB control numbers assigned pursuant to the Paperwork Reduction Act.

Subpart—United States Standards for Grades of Fresh Fruits, Vegetables, Nuts and Other Special Products

UNIFORM GRADE NOMENCLATURE

51.100 Uniform grade nomenclature.

Subpart—United States Standards for Grades of Apples

GRADES

51.300 U.S. Extra Fancy.
51.301 U.S. Fancy.
51.302 U.S. No. 1.
51.303 U.S. Utility.
51.304 Combination grades.

COLOR REQUIREMENTS

51.305 Color requirements.

UNCLASSIFIED

51.306 Unclassified.

TOLERANCES

51.307 Tolerances.

APPLICATION OF TOLERANCES

51.308 Application of tolerances.

CALCULATION OF PERCENTAGES

51.309 Calculation of percentages.

CONDITION AFTER STORAGE OR TRANSIT

51.310 Condition after storage or transit.

PACKING REQUIREMENTS

51.311 Packing requirements.

MARKING REQUIREMENTS

51.312 Marking requirements.

DEFINITIONS

51.313 Mature.
51.314 Overripe.
51.315 Carefully hand-picked.
51.316 Clean.
51.317 Fairly well formed.
51.318 Injury.
51.319 Damage.
51.320 Serious damage.
51.321 Seriously deformed.
51.322 Diameter.

U.S. CONDITION STANDARDS FOR EXPORT

51.323 U.S. Condition Standards for Export.

Sec.

Subpart—United States Standards for Grades of Apples for Processing

GRADES

51.340 U.S. No. 1.
51.341 U.S. No. 2.
51.342 U.S. Cider.

CULLS

51.343 Culls.

SIZE

51.344 Size.

APPLICATION OF STANDARDS

51.345 Application of standards.

TOLERANCES

51.346 Tolerances.

APPLICATION OF TOLERANCES

51.347 Application of tolerances.

DEFINITIONS

51.348 One variety.
51.349 Overripe.

Subpart—United States Standards for Fresh Shelled Lima Beans for Processing

GRADES

51.355 U.S. No. 1.
51.356 U.S. No. 2.

CULLS; FOREIGN MATERIAL

51.357 Culls.
51.358 Foreign material.

DEFINITIONS

51.359 Fairly tender.
51.360 Green color.
51.361 Injury.
51.362 Damage.

Subpart—United States Standards for Beets

STYLES

51.375 Bunched beets.
51.376 Beets with short-trimmed tops.
51.377 Topped beets.

GRADES

51.378 U.S. No. 1.
51.379 U.S. No. 2.

UNCLASSIFIED

51.380 Unclassified.

TOLERANCES

51.381 Tolerances.

Sec.

APPLICATION OF TOLERANCES

51.382 Application of tolerances.

STANDARD BUNCHING

51.383 Standard bunching.

DEFINITIONS

51.384 Well trimmed.
51.385 Firm.
51.386 Fairly smooth.
51.387 Fairly well shaped.
51.388 Fairly clean.
51.389 Damage.
51.390 Fresh.
51.391 Diameter.
51.392 Excessively rough.
51.393 Seriously misshapen.
51.394 Serious damage.

Subpart—United States Consumer Standards for Italian Sprouting Broccoli

GRADES

51.400 U.S. Grade A.
51.401 U.S. Grade B.

OFF-GRADE

51.402 Off-Grade Italian sprouting broccoli.

DEFINITIONS

51.403 Stalk.
51.404 Well trimmed.
51.405 Good characteristic color.
51.406 Fairly compact bud clusters.
51.407 Fresh.
51.408 Tender.
51.409 Clean.
51.410 Damage.
51.411 Diameter.
51.412 Reasonably compact bud clusters.

Subpart—United States Standards for Broccoli for Processing

GRADES

51.425 U.S. No. 1.
51.426 U.S. No. 2.

BASIS FOR GRADING BROCCOLI

51.427 Basis for grading broccoli.

CULLS

51.428 Culls.

CULL MATERIAL

51.429 Cull material.

DEFINITIONS

51.430 Stalk.
51.431 Fresh.
51.432 Tender.
51.433 Good characteristic color.
51.434 Compact head.
51.435 Well trimmed.
51.436 Damage.
51.437 Fairly compact head.
51.438 Fairly well trimmed.
51.439 Serious damage.
51.440 Diameter.

Subpart—United States Standards for Cabbage

GRADES

51.450 U.S. No. 1.
51.451 U.S. Commercial.

UNCLASSIFIED

51.452 Unclassified.

SIZE

51.453 Size.

APPLICATION OF TOLERANCES

51.454 Application of tolerances.

DEFINITIONS

51.455 Similar varietal characteristics.
51.456 Reasonable solidity.
51.457 Puffy.
51.458 Seedstems.
51.459 Damage.
51.460 Well trimmed.
51.461 Fairly well trimmed.
51.462 Wrapper leaves.
51.463 Reasonably firm
51.464 Serious damage.

Subpart—United States Standards for Grades of Cantaloups

GRADES

51.475 U.S. Fancy.
51.476 U.S. No. 1.
51.477 U.S. Commercial.
51.478 U.S. No. 2.

UNCLASSIFIED

51.479 Unclassified.

APPLICATION OF TOLERANCES

51.480 Application of tolerances.

DEFINITIONS

51.481 Very good internal quality.
51.482 Uniform in appearance.
51.483 One type.
51.484 Mature.
51.485 Good internal quality.
51.486 Soft.
51.487 Wilted.
51.488 Well formed.
51.489 Well netted.
51.490 Decay.

Sec.
51.491 Wet slip.
51.492 Sunscald.
51.493 Damage.
51.494 Serious damage.
51.494a Permanent defects.
51.494b Fairly well netted.
51.494c Condition defects.

Subpart—United States Consumer Standards for Fresh Carrots

STYLES

51.495 Bunched carrots.
51.496 Carrots with short-trimmed tops.
51.497 Topped carrots.

GRADES

51.498 U.S. Grade A.
51.499 U.S. Grade B.

OFF-GRADE

51.500 Off-grade.

STANDARD SIZING

51.501 Standard sizing.

DEFINITIONS

51.502 Similar varietal characteristics.
51.503 Firm.
51.504 Clean.
51.505 Fairly well colored.
51.506 Fairly smooth.
51.507 Well formed.
51.508 Damage.
51.509 Secondary new top growth.
51.510 Well trimmed.
51.511 Diameter.
51.512 Length.
51.513 Serious damage.

Subpart—United States Standards for Collard Greens or Broccoli Greens

GENERAL

51.520 General.

GRADES

51.521 U.S. No. 1.

UNCLASSIFIED

51.522 Unclassified.

APPLICATION OF TOLERANCES

51.523 Application of tolerances.
51.524 Basis for calculating percentages.

DEFINITIONS

51.525 Similar varietal characteristics.
51.526 Fresh.
51.527 Fairly tender.
51.528 Fairly clean.
51.529 Well trimmed.

Sec.
51.530 Damage.
51.531 Serious damage.

Subpart—United States Standards for Cauliflower

GRADES

51.540 U.S. No. 1.
51.541 U.S. Commercial.

UNCLASSIFIED

51.542 Unclassified.

TOLERANCES

51.543 Tolerances.

APPLICATION OF TOLERANCES

51.544 Application of tolerances.

STANDARD SIZING

51.545 Standard sizing.

DEFINITIONS

51.546 Clean.
51.547 Compact.
51.548 Diameter.
51.549 Fresh.
51.550 Closely trimmed.
51.551 Fairly clean.
51.552 Curd.
51.553 Soft or wet decay.
51.554 Damage.
51.555 Serious damage.

METRIC CONVERSION TABLE

51.556 Metric conversion table.

Subpart—United States Standards for Celery

GRADES

51.560 U.S. Extra No. 1.
51.561 U.S. No. 1.
51.562 U.S. No. 2.

UNCLASSIFIED

51.563 Unclassified.

COUNT

51.564 Requirements as to count.

APPLICATION OF TOLERANCES

51.565 Application of tolerances.

DEFINITIONS

51.566 Stalk.
51.567 Similar varietal characteristics.
51.568 Well developed.
51.569 Well formed.
51.570 Clean.
51.571 Well trimmed.
51.572 Compact.
51.573 Damage.

Sec.
51.574 Green.
51.575 Fairly well blanched.
51.576 Mixed blanch.
51.577 Average midrib length.
51.578 Branch.
51.579 Length of stalk.
51.580 Fairly well developed.
51.581 Fairly well formed.
51.582 Fairly compact.
51.583 Reasonably well developed.
51.584 Reasonably well formed.
51.585 Fairly well trimmed.
51.586 Serious damage.
51.587 Diameter.
51.588 Length of seedstem.

Subpart—United States Consumer Standards for Celery Stalks

GENERAL

51.595 General.

GRADES

51.596 U.S. Grade AA.
51.597 U.S. Grade A.
51.598 U.S. Grade B.

BLANCHING; LENGTH OF STALKS

51.599 Blanching.
51.600 Length of stalks.

OFF-GRADE

51.601 Off-Grade celery.

DEFINITIONS

51.602 Stalk.
51.603 Similar varietal characteristics.
51.604 Well developed.
51.605 Good heart formation.
51.606 Clean.
51.607 Well trimmed.
51.608 Fairly compact.
51.609 Damage.
51.610 Midrib length.
51.611 Fairly well developed.
51.612 Fairly good heart formation.
51.613 Serious damage.

Subpart—United States Standards for Grades of Grapefruit (Texas and States other than Florida, California, and Arizona)

GRADES

51.620 U.S. Fancy.
51.621 U.S. No. 1.
51.622 U.S. No. 1 Bright.
51.623 U.S. No. 1 Bronze.
51.624 U.S. Combination.
51.625 U.S. No. 2.
51.626 U.S. No. 2 Russet.
51.627 U.S. No. 3.

Sec.

TOLERANCES

51.628 Tolerances.

SAMPLE FOR GRADE OR SIZE DETERMINATION

51.629 Sample for grade or size determination.

STANDARD PACK

51.630 Standard pack.

DEFINITIONS

51.631 Mature.
51.632 Similar varietal characteristics.
51.633 Well colored.
51.634 Firm.
51.635 Well formed.
51.636 Smooth texture.
51.637 Injury.
51.638 Discoloration.
51.639 Fairly well colored.
51.640 Fairly well formed.
51.641 Fairly smooth texture.
51.642 Damage.
51.643 Fairly firm.
51.644 Slightly misshapen.
51.645 Slightly rough texture.
51.646 Serious damage.
51.647 Slightly colored.
51.648 Misshapen.
51.649 Slightly spongy.
51.650 Very serious damage.
51.651 Diameter.
51.652 Classification of defects.

METRIC CONVERSION TABLE

51.653 Metric conversion table.

Subpart—United States Standards for Grades of Oranges (Texas and States Other Than Florida, California, and Arizona)

GENERAL

51.680 General.

GRADES

51.681 U.S. Fancy.
51.682 U.S. No. 1.
51.683 U.S. No. 1 Bright.
51.684 U.S. No. 1 Bronze.
51.685 U.S. Combination.
51.686 U.S. No. 2.
51.687 U.S. No. 2 Russet.
51.688 U.S. No. 3.

TOLERANCES

51.689 Tolerances.

SAMPLE FOR GRADE OR SIZE DETERMINATION

51.690 Sample for grade or size determination.

Sec.

STANDARD PACK

51.691 Standard pack for oranges except Temple variety.

STANDARD SIZING

51.692 Standard sizing.

DEFINITIONS

51.693 Mature.
51.694 Similar varietal characteristics.
51.695 Well colored.
51.696 Firm.
51.697 Well formed.
51.698 Smooth texture.
51.699 Injury.
51.700 Discloration.
51.701 Fairly smooth texture.
51.702 Damage.
51.703 Fairly well colored.
51.704 Reasonably well colored.
51.705 Fairly firm.
51.706 Slightly misshapen.
51.707 Slightly rough texture.
51.708 Serious damage.
51.709 Misshapen.
51.710 Slightly spongy.
51.711 Very serious damage.
51.712 Diameter.
51.713 Classification of defects.

METRIC CONVERSION TABLE

51.714 Metric conversion table.

Subpart—United States Standards for Grades of Florida Grapefruit

GRADES

51.750 U.S. Fancy.
51.751 U.S. No. 1.
51.752 U.S. No. 1 Bright.
51.753 U.S. No. 1 Golden.
51.754 U.S. No. 1 Bronze.
51.755 U.S. No. 1 Russet.
51.756 U.S. No. 2.
51.757 U.S. No. 2 Bright.
51.758 U.S. No. 2 Russet.
51.759 U.S. No. 3.

UNCLASSIFIED

51.760 Unclassified.

TOLERANCES

51.761 Tolerances.

SIZE AND PACK

51.762 Size and pack.

DEFINITIONS

51.763 Similar varietal characteristics.
51.764 Well colored.
51.765 Firm.
51.766 Well formed.

Sec.
51.767 Mature.
51.768 Smooth texture.
51.769 Injury.
51.770 Discoloration.
51.771 Fairly well colored.
51.772 Fairly smooth texture.
51.773 Damage.
51.774 Fairly firm.
51.775 Slightly misshapen.
51.776 Slightly rough texture.
51.777 Serious damage.
51.778 Slightly colored.
51.779 Misshapen.
51.780 Slightly spongy.
51.781 Very serious damage.
51.782 Diameter.
51.783 Classification of defects.

VISUAL AID

51.784 Visual aid.

Subpart—United States Consumer Standards for Husked Corn on the Cob

GRADES

51.810 U.S. Grade A.
51.811 U.S. Grade B.

OFF-GRADE

51.812 Off-Grade husked corn on the cob.

DEFINITIONS

51.813 Similar varietal characteristics.
51.814 Well trimmed.
51.815 Well formed.
51.816 Clean.
51.817 Damage.
51.818 Well filled.
51.819 Tender.
51.820 Plump and milky.
51.821 Units.
51.822 Properly clipped.

Subpart—United States Standards for Green Corn

GRADES

51.835 U.S. Fancy.
51.836 U.S. No. 1.
51.837 U.S. No. 2.

UNCLASSIFIED

51.838 Unclassified.

TOLERANCES

51.839 Tolerances.

COUNT

51.840 Requirements as to count.

APPLICATION OF TOLERANCES

51.841 Application of tolerances.

Sec.

DEFINITIONS

51.842 Similar varietal characteristics.
51.843 Well trimmed.
51.844 Well developed.
51.845 Insect injury.
51.846 Injury.
51.847 Fairly well filled.
51.848 Plump and milky.
51.849 Well covered.
51.850 Fresh.
51.851 Damage.
51.852 Fairly well covered.
51.853 Properly clipped.
51.854 Fairly well trimmed.
51.855 Fairly well developed.
51.856 Serious damage.
51.857 Poorly filled.

Subpart—United States Standards for Berries for Processing

GRADES

51.860 U.S. No. 1.
51.861 U.S. No. 2.

UNCLASSIFIED

51.862 Unclassified.

SIZE

51.863 Size.

DEFINITIONS

51.864 Dried.
51.865 Undeveloped.
51.866 Distinctly immature.
51.867 Damage.
51.868 Well colored.
51.869 Diameter.

Subpart—United States Standards for Grades of Table Grapes (European or Vinifera Type)

GRADES

51.880 U.S. Extra Fancy Table.
51.881 U.S. Extra Fancy Export.
51.882 U.S. Fancy Table.
51.883 U.S. Fancy Export.
51.884 U.S. No. 1 Table.

TOLERANCES

51.885 Tolerances.

APPLICATION OF TOLERANCES

51.886 Application of tolerances.

MATURITY REQUIREMENTS

51.887 Maturity requirements.

DEFINITIONS

51.888 Well developed grapes.
51.889 One variety.

Sec.

51.890 Uniform in appearance.
51.891 Color terms.
51.892 Firm.
51.893 Weak.
51.894 Shriveled at capstem.
51.895 Shattered.
51.896 Wet.
51.897 Decay.
51.898 Waterberry.
51.899 Sunburn.
51.900 Damage.
51.901 Fairly well filled.
51.902 Excessively tight.
51.903 Shot berries.
51.904 Dried berries.
51.905 Well developed and strong.
51.906 Diameter.
51.907 Serious damage.
51.908 Materially shriveled at capstem.
51.909 Straggly.
51.910 Container.
51.911 Export.

METRIC CONVERSION TABLE

51.912 Metric conversion table.

Subpart—United States Standards for Grapefruit (California and Arizona)

GRADES

51.925 U.S. Fancy.
51.926 U.S. No. 1.
51.927 U.S. No. 2.
51.928 U.S. Combination grade.
51.929 U.S. No. 3.

UNCLASSIFIED

51.930 Unclassified.

TOLERANCES

51.931 Tolerances.
51.932 U.S. Fancy, U.S. No. 1, U.S. No. 2 and U.S. No. 3 grades.
51.933 U.S. Combination grade.

APPLICATION OF TOLERANCES

51.934 Application of tolerances to individual packages.

STANDARD PACK

51.935 Standard pack.

STANDARDS FOR EXPORT

51.936 Standards for export.

DEFINITIONS

51.937 Similar varietal characteristics.
51.938 Well colored.
51.939 Firm.
51.940 Well formed.
51.941 Smooth.
51.942 Fairly thin skinned.
51.943 Injury.

Sec.
51.944 Fairly well colored.
51.945 Fairly smooth.
51.946 Excessively thick skinned.
51.947 Damage.
51.948 Slightly colored.
51.949 Fairly firm.
51.950 Fairly well formed.
51.951 Decidedly rough.
51.952 Serious damage.
51.953 Slightly spongy.
51.954 Misshapen.
51.955 Very serious damage.

Subpart—United States Consumer Standards for Fresh Kale

Grades

51.975 U.S. Grade A.
51.976 U.S. Grade B.

Off-Grade

51.977 Off-Grade kale.

Definitions

51.978 One type.
51.979 Fresh.
51.980 Fairly tender.
51.981 Clean.
51.982 Well trimmed.
51.983 Small pieces of leaves.
51.984 Damage.
51.985 Serious damage.
51.986 Reasonably clean.

Subpart—United States Standards for Persian (Tahiti) Limes

Grades

51.1000 U.S. No. 1.
51.1001 U.S. Combination.
51.1002 U.S. No. 2.

Unclassified

51.1003 Unclassified.

Application of Tolerances

51.1004 Application of tolerances.

Standard Pack

51.1005 Standard pack.

Definitions

51.1006 Firm.
51.1007 Fairly well formed.
51.1008 Fairly smooth texture.
51.1009 Stylar end breakdown.
51.1010 Damage.
51.1011 Good green color.
51.1012 Fairly firm.
51.1013 Badly deformed.
51.1014 Excessively rough texture.
51.1015 Serious damage.
51.1016 Diameter.

Sec.

Subpart—United States Standards for Mustard Greens and Turnip Greens

General

51.1030 General.

Grades

51.1031 U.S. No. 1.

Unclassified

51.1032 Unclassified.

Application of Tolerances

51.1033 Application of tolerances.
51.1034 Basis for calculating percentages.

Definitions

51.1035 Similar varietal characteristics.
51.1036 Fresh.
51.1037 Fairly tender.
51.1038 Fairly clean.
51.1039 Damage.
51.1040 Firm.
51.1041 Diameter.
51.1042 Serious damage.

Subpart—United States Standards for Common Green Onions

Grades

51.1055 U.S. No. 1.
51.1056 U.S. No. 2.

Unclassified

51.1057 Unclassified.

Size

51.1058 Size.

Application of Tolerances

51.1059 Application of tolerances.

Definitions

51.1060 Fairly well formed.
51.1061 Fairly clean.
51.1062 Damage.
51.1063 Well trimmed.
51.1064 Fresh.
51.1065 Good green color.
51.1066 Diameter.
51.1067 Not badly misshapen.
51.1068 Fairly young and tender.
51.1069 Serious damage.
51.1070 Fairly well trimmed.
51.1071 Fairly good green color.

Subpart—United States Standards for Oranges (California and Arizona)

Grades

51.1085 U.S. Fancy.
51.1086 U.S. No. 1.

Sec.
51.1087 U.S. Combination.
51.1088 U.S. No. 2.

UNCLASSIFIED

51.1089 Unclassified.

TOLERANCES

51.1090 Tolerances.
51.1091 U.S. Fancy, U.S. No. 1, and U.S. No. 2 grades.
51.1092 U.S. Combination grade.

APPLICATION OF TOLERANCES

51.1093 Application of tolerances.

STANDARD PACK

51.1094 Standard pack.

STANDARD SIZING AND FILL

51.1095 Standard sizing and fill.

STANDARDS FOR EXPORT

51.1096 Standards for export.

DEFINITIONS

51.1097 Similar varietal characteristics.
51.1098 Well colored.
51.1099 Firm.
51.1100 Well formed.
51.1101 Smooth texture.
51.1102 Injury.
51.1103 Fairly smooth texture.
51.1104 Damage.
51.1105 Fairly well colored.
51.1106 Fairly firm.
51.1107 Fairly well formed.
51.1108 Slightly rough texture.
51.1109 Serious damage.

Subpart—United States Standards for Grades of Florida Oranges and Tangelos

GENERAL

51.1140 General.

GRADES

51.1141 U.S. Fancy.
51.1142 U.S. No. 1 Bright.
51.1143 U.S. No. 1.
51.1144 U.S. No. 1 Golden.
51.1145 U.S. No. 1 Bronze.
51.1146 U.S. No. 1 Russet.
51.1147 U.S. No. 2 Bright.
51.1148 U.S. No. 2.
51.1149 U.S. No. 2 Russet.
51.1150 U.S. No. 3.

UNCLASSIFIED

51.1151 Unclassified.

TOLERANCES

51.1152 Tolerances.

Sec.

SIZE AND PACK

51.1153 Size and pack.

DEFINITIONS

51.1154 Similar varietal characteristics.
51.1155 Well colored.
51.1156 Firm.
51.1157 Well formed.
51.1158 Mature.
51.1159 Smooth texture.
51.1160 Injury.
51.1161 Discoloration.
51.1162 Fairly smooth texture.
51.1163 Damage.
51.1164 Fairly well colored.
51.1165 Reasonably well colored.
51.1166 Fairly firm.
51.1167 Slightly misshapen.
51.1168 Slightly rough texture.
51.1169 Serious damage
51.1170 Misshapen.
51.1171 Slightly spongy.
51.1172 Very serious damage.
51.1173 Diameter.
51.1174 Classification of defects.

STANDARDS FOR INTERNAL QUALITY OF COMMON SWEET ORANGES (CITRUS SINENSIS (L) OSBECK)

51.1175 U.S. Grade AA Juice (Double A).
51.1176 U.S. Grade A Juice.
51.1177 Maximum anhydrous citric acid permissible for corresponding total soluble solids.
51.1178 Method of juice extraction.

VISUAL AID

51.1179 Visual aid.

Subpart—United States Standards for Peaches

GRADES

51.1210 U.S. Fancy.
51.1211 U.S. Extra No. 1.
51.1212 U.S. No. 1.
51.1213 U.S. No. 2.

UNCLASSIFIED

51.1214 Unclassified.

APPLICATION OF TOLERANCES

51.1215 Application of tolerances to individual packages.

SIZE

51.1216 Size requirements.

STANDARD PACK

51.1217 Standard pack.

DEFINITIONS

51.1218 Mature.

Sec.
51.1219 Well formed.
51.1220 Leaf or limb rub injury.
51.1221 Damage.
51.1222 Serious damage.
51.1223 Badly misshapen.

Subpart—United States Standards for Cleaned Virginia Type Peanuts in the Shell

Grades

51.1235 U.S. Jumbo Hand Picked.
51.1236 U.S. Fancy Hand Picked.

Unclassified

51.1237 Unclassified.

Definitions

51.1238 Mature.
51.1239 Pops.
51.1240 Paper ends.
51.1241 Damage.
51.1242 Count per pound.

Subpart—United States Standards for Summer and Fall Pears

General

51.1260 General.

Grades

51.1261 U.S. No. 1.
51.1262 U.S. Combination.
51.1263 U.S. No. 2.

Unclassified

51.1264 Unclassified.

Tolerances

51.1265 Tolerances.

Application of Tolerances

51.1266 Application of tolerances.

Basis for Calculating Percentages

51.1267 Basis for calculating percentages.

Condition After Storage or Transit

51.1268 Condition after storage or transit.

Standard Pack

51.1269 Sizing.
51.1270 Packing.
51.1271 Tolerances for standard pack.

Definitions

51.1272 Mature.
51.1273 Overripe.
51.1274 Carefully hand-picked.
51.1275 Clean.
51.1276 Black end.
51.1277 Fairly well formed.
51.1278 Damage.
Sec.
51.1279 Seriously misshapen.
51.1280 Serious damage.

Subpart—United States Standards for Winter Pears

General

51.1300 General.

Grades

51.1301 U.S. Extra No. 1.
51.1302 U.S. No. 1.
51.1303 U.S. Combination.
51.1304 U.S. No. 2.

Unclassified

51.1305 Unclassified.

Tolerances

51.1306 Tolerances.

Application of Tolerances

51.1307 Application of tolerances.

Basis for Calculating Percentages

51.1308 Basis for calculating percentages.

Condition After Storage or Transit

51.1309 Condition after storage or transit.

Standard Pack

51.1310 Sizing.
51.1311 Packing.
51.1312 Tolerances for standard pack.

Definitions

51.1313 Mature.
51.1314 Overripe.
51.1315 Carefully hand-picked.
51.1316 Clean.
51.1317 Well formed.
51.1318 Black end.
51.1319 Injury.
51.1320 Fairly well formed.
51.1321 Damage.
51.1322 Seriously misshapen.
51.1323 Serious damage.

Subpart—United States Standards for Pears for Canning

General

51.1345 General.

Grades

51.1346 U.S. No. 1.
51.1347 U.S. No. 2.

Culls

51.1348 Culls.

Sec.

SIZE

51.1349 Size.

APPLICATION OF STANDARDS

51.1350 Application of standards.

DEFINITIONS

51.1351 Mature.
51.1352 Handpicked.
51.1353 Firm.
51.1354 Well formed.
51.1355 Damage.
51.1356 Pears grown from late blooms.
51.1357 Seriously deformed.
51.1358 Serious damage.
51.1359 Diameter.

Subpart—United States Standards for Fresh Peas

INTRODUCTION

51.1375 Introduction.

GRADES

51.1376 U.S. No. 1.
51.1377 U.S. Fancy.

TOLERANCES

51.1378 Tolerances.

UNCLASSIFIED

51.1379 Unclassified.

DEFINITIONS

51.1380 Similar varietal characteristics.
51.1381 Overmature.
51.1382 Excessively small.
51.1383 Badly misshapen.
51.1384 Fairly well filled.
51.1385 Well filled.
51.1386 Damage.
51.1387 Serious damage.

Subpart—United States Standards for Grades of Pecans in the Shell

GRADES

51.1400 U.S. No. 1.
51.1401 U.S. No. 2.

SIZE CLASSIFICATION

51.1402 Size classification.

KERNEL COLOR CLASSIFICATION

51.1403 Kernel color classification.

TOLERANCES

51.1404 Tolerances.

APPLICATION OF TOLERANCES

51.1405 Application of tolerances.

Sec.

SAMPLE FOR GRADE OR SIZE DETERMINATION

51.1406 Sample for grade or size determination.

DEFINITIONS

51.1407 Fairly uniform in color.
51.1408 Loose extraneous or foreign material.
51.1409 Well developed.
51.1410 Fairly well developed.
51.1411 Poorly developed.
51.1412 Well cured.
51.1413 Damage.
51.1414 Serious damage.
51.1415 Inedible kernels.

OPTIONAL DETERMINATIONS

51.1416 Optional determinations.

Subpart—United States Standards for Grades of Shelled Pecans

GRADES

51.1430 U.S. No. 1 Halves.
51.1431 U.S. No. 1 Halves and Pieces.
51.1432 U.S. No. 1 Pieces.
51.1433 U.S. Commercial Halves.
51.1434 U.S. Commercial Halves and Pieces.
51.1435 U.S. Commerical Pieces.

COLOR CLASSIFICATIONS

51.1436 Color classifications.

SIZE CLASSIFICATIONS

51.1437 Size classifications for halves.
51.1438 Size classifications for pieces.

TOLERANCES FOR DEFECTS

51.1439 Tolerances for defects.

APPLICATION OF STANDARDS

51.1440 Application of standards.

DEFINITIONS

51.1441 Half-kernel.
51.1442 Piece.
51.1443 Particles and dust.
51.1444 Well dried.
51.1445 Fairly well developed.
51.1446 Poorly developed.
51.1447 Fairly uniform in color.
51.1448 Fairly uniform in size.
51.1449 Damage.
51.1450 Serious damage.

METRIC CONVERSION TABLE

51.1451 Metric conversion table.

Sec.

Subpart—United States Standards for Sweet Peppers for Processing

GRADES

51.1465 U.S. No. 1.
51.1466 U.S. No. 2.

CULLS

51.1467 Culls.

SIZE

51.1468 Size.

DEFINITIONS

51.1469 Fairly firm.
51.1470 Fairly well shaped.
51.1471 Well colored.
51.1472 Damage.
51.1473 Diameter.
51.1474 Fairly well colored.
51.1475 Serious damage.

Subpart—United States Standards for Pineapples

GRADES

51.1485 U.S. Fancy.
51.1486 U.S. No. 1.
51.1487 U.S. No. 2.

UNCLASSIFIED

51.1488 Unclassified.

APPLICATION OF TOLERANCES

51.1489 Application of tolerances.

SIZE AND MARKING REQUIREMENTS

51.1490 Size and marking requirements.

DEFINITIONS

51.1491 Similar varietal characteristics.
51.1492 Mature.
51.1493 Firm.
51.1494 Dry.
51.1495 Well formed.
51.1496 Well-developed eyes.
51.1497 Injury.
51.1498 Damage.
51.1499 Well trimmed.
51.1500 Well cured.
51.1501 Characteristic color.
51.1502 Single top.
51.1503 Crown slips.
51.1504 Fairly well cured.
51.1505 Fairly well formed.
51.1506 Fairly well-developed eyes.
51.1507 Serious damage.
51.1508 Fairly uniform in size.

Sec.

Subpart—United States Standards for Grades of Fresh Plums and Prunes

GRADES

51.1520 U.S. Fancy.
51.1521 U.S. No. 1.
51.1522 U.S. Combination.
51.1523 U.S. No. 2.

UNCLASSIFIED

51.1524 Unclassified.

TOLERANCES

51.1525 Tolerances.

APPLICATION OF TOLERANCES

51.1526 Application of tolerances.

STANDARD PACK

51.1527 Standard pack.

DEFINITIONS

51.1528 Well formed.
51.1529 Clean.
51.1530 Mature.
51.1531 Sunscald.
51.1532 Damage.
51.1533 Well colored.
51.1534 Fairly well colored.
51.1535 Badly misshapen.
51.1536 Serious damage.
51.1537 Diameter.

METRIC CONVERSION TABLE

51.1538 Metric conversion table.

Subpart—United States Standards for Grades of Potatoes

GRADES

51.1540 U.S. Extra No. 1.
51.1541 U.S. No. 1.
51.1542 U.S. Commercial.
51.1543 U.S. No. 2.

UNCLASSIFIED

51.1544 Unclassified.

SIZE

51.1545 Size.

TOLERANCES

51.1546 Tolerances.

APPLICATION OF TOLERANCES

51.1547 Application of tolerances.

SAMPLES FOR GRADE AND SIZE DETERMINATION

51.1548 Samples for grade and size determination.

Sec.

SKINNING

51.1549 Skinning.

DEFINITIONS

51.1550 Similar varietal characteristics.
51.1551 Firm.
51.1552 Clean.
51.1553 Fairly clean.
51.1554 Mature.
51.1555 Fairly well matured.
51.1556 Well shaped.
51.1557 Fairly well shaped.
51.1558 Seriously misshapen.
51.1559 Injury.
51.1560 Damage.
51.1561 Serious damage.
51.1562 Freezing.
51.1563 Soft rot or wet breakdown.
51.1564 External defects.
51.1565 Internal defects.

METRIC CONVERSION TABLE

51.1566 Metric conversion table.

Subpart—United States Consumer Standards for Potatoes

GRADES

51.1575 U.S. Grade A Small; U.S. Grade A Medium; U.S. Grade A Medium to Large; U.S. Grade A Large.
51.1576 U.S. Grade B Small; U.S. Grade B Medium; U.S. Grade B Medium to Large; U.S. Grade B Large.

SIZE

51.1577 Size range requirements.

OFF-GRADE

51.1578 Off-Grade potatoes.

APPLICATION OF TOLERANCES

51.1579 Application of tolerances to individual containers.

DEFINITIONS

51.1580 Fairly well shaped.
51.1581 Fairly clean.
51.1582 Soft rot or wet breakdown.
51.1583 Damage.
51.1584 Internal discoloration.
51.1585 Mature.
51.1586 Serious damage.
51.1587 Diameter.

Subpart—United States Standards for Grades of Sweetpotatoes

GRADES

51.1600 U.S. Extra No. 1.
51.1601 U.S. No. 1.
51.1602 U.S. Commercial.

Sec.

51.1603 U.S. No. 2.

UNCLASSIFIED

51.1604 Unclassified.

TOLERANCES

51.1605 Tolerances.

APPLICATION OF TOLERANCES

51.1606 Application of tolerances.

DEFINITIONS

51.1607 Similar varietal characteristics.
51.1608 Firm.
51.1609 Smooth.
51.1610 Fairly clean.
51.1611 Fairly well shaped.
51.1612 Damage.
51.1613 Length.
51.1614 Diameter.
51.1615 One type.
51.1616 Fairly smooth.
51.1617 Serious damage.

Subpart—United States Standards for Shallots (Bunched)

GRADES

51.1630 U.S. No. 1.
51.1631 U.S. No. 2.

UNCLASSIFIED

51.1632 Unclassified.

SIZE; BUNCHES

51.1633 Size.
51.1634 Standard bunches.

APPLICATION OF TOLERANCES

51.1635 Application of tolerances.

DEFINITIONS

51.1636 Similar varietal characteristics.
51.1637 Fairly well formed.
51.1638 Firm.
51.1639 Well trimmed.
51.1640 Fairly clean.
51.1641 Damage.
51.1642 Fresh.
51.1643 Good green color.
51.1644 Diameter.
51.1645 Not badly misshapen.
51.1646 Fairly firm.
51.1647 Fairly young and tender.
51.1648 Fairly well trimmed.
51.1649 Serious damage.
51.1650 Fairly good green color.

Sec.

Subpart—United States Standards for Sweetpotatoes for Canning or Freezing

GRADE

51.1660 U.S. No. 1.

CULLS

51.1661 Culls.

APPLICATION OF STANDARDS

51.1662 Application of standards.

DEFINITIONS

51.1663 Similar type.
51.1664 Reasonably firm.
51.1665 Fairly well shaped.
51.1666 Fairly well colored.
51.1667 Damage.
51.1668 Usable piece.
51.1669 Cull material.
51.1670 Diameter.
51.1671 Length.

Subpart—United States Standards for Sweetpotatoes for Dicing or Pulping

GRADES

51.1685 U.S. No. 1.
51.1686 U.S. No. 2.

CULLS

51.1687 Culls.

SIZE

51.1688 Size.

TOLERANCES

51.1689 Tolerances.

DEFINITIONS

51.1690 Similar type.
51.1691 Firm.
51.1692 Badly misshapen.
51.1693 Cull material.
51.1694 Damage.
51.1695 Serious damage.
51.1696 Diameter.

Subpart—United States Standards for Raspberries for Processing

GRADES

51.1710 U.S. No. 1.
51.1711 U.S. No. 2.

UNCLASSIFIED

51.1712 Unclassified.

DEFINITIONS

51.1713 Similar varietal characteristics.
51.1714 Well colored.
51.1715 Mold.

Sec.

51.1716 Dried.
51.1717 Distinctly immature.
51.1718 Damage.
51.1719 Seriously damaged by insects.

Subpart—United States Standards for Spinach Leaves (Fresh)

GRADES

51.1730 U.S. Extra No. 1.
51.1731 U.S. No. 1.
51.1732 U.S. Commercial.

APPLICATION OF TOLERANCES

51.1733 Application of tolerances.

DEFINITIONS

51.1734 Similar varietal characteristics
51.1735 Well trimmed.
51.1736 Damage.

Subpart—United States Consumer Standards for Fresh Spinach Leaves

GRADES

51.1750 U.S. Grade A.
51.1751 U.S. Grade B.

OFF-GRADE

51.1752 Off-Grade spinach leaves.

DEFINITIONS

51.1753 Similar varietal characteristics.
51.1754 Fresh.
51.1755 Clean.
51.1756 Well trimmed.
51.1757 Damage.
51.1758 Serious damage.
51.1759 Reasonably clean.

Subpart—United States Standards for Tangerines

GENERAL

51.1770 General.

GRADES

51.1771 U.S. Fancy.
51.1772 U.S. No. 1.
51.1773 U.S. No. 1 Bronze.
51.1774 U.S. No. 2.
51.1775 U.S. No. 2 Russet.
51.1776 U.S. No. 3.

TOLERANCES

51.1777 Tolerances.
51.1778 U.S. Fancy; U.S. No. 1; U.S. No. 1 Bronze; U.S. No. 2 and U.S. No. 2 Russet.
51.1779 U.S. No. 3.

Sec.

STANDARD PACK

51.1780 Standard pack.

DEFINITIONS

51.1781 Firm.
51.1782 Well formed.
51.1783 Damage.
51.1784 Highly colored.
51.1785 Discoloration.
51.1786 Fairly well colored.
51.1787 Bronzed russeting.
51.1788 Fairly firm.
51.1789 Fairly well formed.
51.1790 Serious damage.
51.1791 Reasonably well colored.
51.1792 Very serious damage.
51.1793 Cull.

Subpart—United States Standards for Grades of Florida Tangerines

GRADES

51.1810 U.S. Fancy.
51.1811 U.S. No. 1.
51.1812 U.S. No. 1 Bronze.
51.1813 U.S. No. 1 Russet.
51.1814 U.S. No. 2.
51.1815 U.S. No. 2 Russet.
51.1816 U.S. No. 3.

UNCLASSIFIED

51.1817 Unclassified.

TOLERANCES

51.1818 Tolerances.

SIZE AND PACK

51.1819 Size and pack.

DEFINITIONS

51.1820 Mature.
51.1821 Firm.
51.1822 Well formed.
51.1823 Damage.
51.1824 Highly colored.
51.1825 Discoloration.
51.1826 Well colored.
51.1827 Fairly well colored.
51.1828 Fairly firm.
51.1829 Fairly well formed.
51.1830 Serious damage.
51.1831 Reasonably well colored.
51.1832 Very serious damage.
51.1833 Diameter.
51.1834 Classification of defects.

VISUAL AID

51.1835 Visual aid.

Sec.

Subpart—United States Standards for Fresh Tomatoes

GRADES

51.1855 U.S. No. 1.
51.1856 U.S. Combination.
51.1857 U.S. No. 2.
51.1858 U.S. No. 3.

SIZE

51.1859 Size.

COLOR CLASSIFICATION

51.1860 Color classification.

TOLERANCES

51.1861 Tolerances.

APPLICATION OF TOLERANCES

51.1862 Application of tolerances.

STANDARD WEIGHT

51.1863 Standard weight.

DEFINITIONS

51.1864 Similar varietal characteristics.
51.1865 Mature.
51.1866 Soft.
51.1867 Clean.
51.1868 Well developed.
51.1869 Fairly well formed.
51.1870 Fairly smooth.
51.1871 Damage.
51.1872 Reasonably well formed.
51.1873 Slightly rough.
51.1874 Serious damage.
51.1875 Misshapen.
51.1876 Very serious damage.
51.1877 Classification of defects.

Subpart—United States Consumer Standards for Fresh Tomatoes

GENERAL

51.1900 General.

GRADES

51.1901 U.S. Grade A.
51.1902 U.S. Grade B.

SIZE AND MATURITY CLASSIFICATIONS

51.1903 Size classification.
51.1904 Maturity classification.

OFF-GRADE

51.1905 Off-Grade tomatoes.

DEFINITIONS

51.1906 Similar varietal characteristics.
51.1907 Mature.
51.1908 Well developed.
51.1909 Fairly well formed.

Sec.
51.1910 Fairly smooth.
51.1911 Damaged.
51.1912 Badly misshapen.
51.1913 Serious damage.

Subpart—United States Standards for Green Tomatoes for Processing

GRADES

51.1930 U.S. No. 1.
51.1931 U.S. No. 2.

CULLS

51.1932 Culls.

SIZE

51.1933 Minimum size.

DEFINITIONS

51.1934 Green in color.
51.1935 Damage.
51.1936 Serious damage.

Subpart—United States Standards for Currants for Processing

GRADES

51.1950 U.S. No. 1.
51.1951 U.S. No. 2.

APPLICATION OF TOLERANCES

51.1952 Application of tolerances and determination of grade.

UNCLASSIFIED

51.1953 Unclassified.

DEFINITIONS

51.1954 Similar type.
51.1955 Well colored.
51.1956 Mold.
51.1957 Damage.
51.1958 Seriously damaged by insects.

Subpart—United States Standards for Grades of Watermelons

GRADES

51.1970 U.S. Fancy.
51.1971 U.S. [illegible]
51.1972 [illegible]

TOLERANCES

51.1973 Tolerances.

APPLICATION OF TOLERANCES

51.1974 Application of tolerances.

SAMPLE FOR GRADE AND SIZE DETERMINATION

51.1975 Sample for grade and size determination.

Sec.

SIZE

51.1976 Size.

DEFINITIONS

51.1977 Mature.
51.1978 Fairly well formed.
51.1979 Similar varietal characteristics.
51.1980 Overripe.
51.1981 Badly misshapen.
51.1982 Damage.
51.1983 Serious damage.
51.1984 Permanent defects.
51.1985 Condition defects.
51.1986 Classification of defects.

OPTIONAL INTERNAL QUALITY REQUIREMENTS

51.1987 Optional internal quality requirements.

Subpart—United States Standards for Grades of Filberts in the Shell

GRADE

51.1995 U.S. No. 1.

APPLICATION OF STANDARDS

51.1996 Application of standards.

DEFINITIONS

51.1997 Similar type.
51.1998 Dry.
51.1999 Well formed.
51.2000 Clean and bright.
51.2001 Blank.
51.2002 Split shell.
51.2003 Damage.
51.2004 Reasonably well developed.
51.2005 Badly misshapen.
51.2006 Rancidity.
51.2007 Moldy.
51.2008 Insect injury.

METRIC CONVERSION TABLE

51.2009 Metric conversion table.

Subpart—United States Standards for Blueberries for Processing

GENERAL

51.2025 General.

GRADES

51.2026 U.S. No. 1.
51.2027 U.S. No. 2.
51.2028 U.S. No. 3.

UNCLASSIFIED

51.2029 Unclassified.

DEFINITIONS

51.2030 Other kinds of berries.

Sec.
51.2031 Clusters.
51.2032 Large stems.
51.2033 Other foreign material.
51.2034 Distinctly immature berries.
51.2035 Damage.
51.2036 Serious damage.
51.2037 Very serious damage caused by shriveling.

Subpart—United States Consumer Standards for Brussels Sprouts

GRADES

51.2050 U. S. Grade A.
51.2051 U. S. Grade B.

OFF-GRADE

51.2052 Off-Grade Brussels sprouts.

DEFINITIONS

51.2053 Well colored.
51.2054 Firm.
51.2055 Clean.
51.2056 Well trimmed.
51.2057 Seedstems.
51.2058 Damage.
51.2059 Diameter.
51.2060 Fairly well colored.
51.2061 Puffy.
51.2062 Serious damage.

Subpart—United States Standards for Grades of Almonds in the Shell

GRADES

51.2075 U.S. No. 1.
51.2076 U.S. No. 1 Mixed.
51.2077 U.S. No. 2.
51.2078 U.S. No. 2 Mixed.

UNCLASSIFIED

51.2079 Unclassified.

APPLICATION OF TOLERANCES

51.2080 Application of tolerances.

DETERMINATION OF GRADE

51.2081 Determination of grade.

DEFINITIONS

51.2082 Similar varietal characteristics.
51.2083 Loose extraneous and foreign material.
51.2084 Clean.
51.2085 Fairly bright.
51.2086 Fairly uniform color.
51.2087 Well dried.
51.2088 Decay
51.2089 Rancidity.
51.2090 Damage.
51.2091 Serious damage.
51.2092 Thickness.

Sec.

Subpart—United States Standards for Grades of Shelled Almonds

GRADES

51.2105 U.S. Fancy.
51.2106 U.S. Extra No. 1.
51.2107 U.S. No. 1.
51.2108 U.S. Select Sheller Run.
51.2109 U.S. Standard Sheller Run.
51.2110 U.S. No. 1 Whole and Broken.
51.2111 U.S. No. 1 Pieces.

MIXED VARIETIES

51.2112 Mixed varieties.

UNCLASSIFIED

51.2113 Unclassified.

SIZE

51.2114 Size requirements.
51.2115 Tolerances for size.

APPLICATION OF TOLERANCES

51.2116 Application of tolerances.

DEFINITIONS

51.2117 Similar varietal characteristics.
51.2118 Whole.
51.2119 Clean.
51.2120 Well dried.
51.2121 Decay.
51.2122 Rancidity.
51.2123 Insect injury.
51.2124 Foreign material.
51.2125 Doubles.
51.2126 Split or broken kernels.
51.2127 Particles and dust.
51.2128 Injury.
51.2129 Damage.
51.2130 Serious damage.
51.2131 Diameter.
51.2132 Fairly uniform in size.

Subpart—United States Standards for Grapes for Processing and Freezing

GENERAL

51.2150 General.

GRADES

51.2151 U.S. No. 1.
51.2152 U.S. No. 2.

TOLERANCES

51.2153 Tolerances.

DEFINITIONS

51.2154 Mature.
51.2155 Fairly well matured.
51.2156 Foreign material.
51.2157 Similar varietal characteristics.
51.2158 Unattached petioles.

Sec.
51.2159 Damage.
51.2160 Serious damage.
51.2161 Classification of defects.

Subpart—United States Standards for Eggplant

GRADES

51.2190 U. S. Fancy.
51.2191 U. S. No. 1.
51.2192 U. S. No. 2.

UNCLASSIFIED

51.2193 Unclassified.

TOLERANCES

51.2194 Tolerances.

APPLICATION OF TOLERANCES

51.2195 Application of tolerances to individual packages.

SIZE REQUIREMENTS

51.2196 Size requirements.

DEFINITIONS

51.2197 Similar varietal characteristics.
51.2198 Well colored.
51.2199 Firm.
51.2200 Clean.
51.2201 Well shaped.
51.2202 Injury.
51.2203 Fairly well colored.
51.2204 Fairly well shaped.
51.2205 Damage.
51.2206 Serious damage.
51.2207 Diameter.

Subpart—United States Standards for Cucumbers

GRADES

51.2220 U. S. Fancy.
51.2221 U.S. Extra No. 1.
51.2222 U. S. No. 1.
51.2223 U. S. No. 1 Small.
51.2224 U. S. No. 1 Large.
51.2225 U. S. No. 2.

UNCLASSIFIED

51.2226 Unclassified.

TOLERANCES

51.2227 Tolerances.

APPLICATION OF TOLERANCES

51.2228 Application of tolerances.

DEFINITIONS

51.2229 Well colored.
51.2230 Well formed.
51.2231 Overgrown.
51.2232 Injury caused by scars.
Sec.
51.2233 Damage.
51.2234 Diameter.
51.2235 Fairly well colored.
51.2236 Fairly well formed.
51.2237 Moderately colored.
51.2238 Badly deformed.
51.2239 Serious damage.

Subpart—United States Standards for Brussels Sprouts

GRADES

51.2250 U. S. No. 1.
51.2251 U.S. No. 2.

UNCLASSIFIED

51.2252 Unclassified.

APPLICATION OF TOLERANCES

51.2253 Application of tolerances.
51.2254 Basis for calculating percentages.

DEFINITIONS

51.2255 Well colored.
51.2256 Firm.
51.2257 Seedstems.
51.2258 Damage.
51.2259 Diameter.
51.2260 Fairly well colored.
51.2261 Fairly firm.
51.2262 Serious damage.

Subpart—United States Standards for Shelled English Walnuts (Juglans Regia)

GENERAL

51.2275 Application.
51.2276 Color chart.

GRADES

51.2277 U. S. No. 1.
51.2278 U. S. Commercial.

UNCLASSIFIED

51.2279 Unclassified.

TOLERANCES FOR GRADE DEFECTS

51.2280 Tolerances for grade defects.

COLOR REQUIREMENTS

51.2281 Color classifications.
51.2282 Tolerances for color.
51.2283 Off color.

SIZE REQUIREMENTS

51.2284 Size classification.
51.2285 Tolerances for size.

APPLICATION OF TOLERANCES

51.2286 Application of tolerances.

Sec.

DEFINITIONS

51.2287 Well dried.
51.2288 Clean.
51.2289 Shell.
51.2290 Insect injury.
51.2291 Rancidity.
51.2292 Damage.
51.2293 Serious damage.
51.2294 Very serious damage.
51.2295 Half kernel.
51.2296 Three-fourths half kernel.

Subpart—United States Consumer Standards for Fresh Parsnips

GRADES

51.2310 U.S. Grade A.
51.2311 U.S. Grade B.

OFF-GRADE

51.2312 Off-grade.

DEFINITIONS

51.2313 Similar varietal characteristics.
51.2314 Firm.
51.2315 Clean.
51.2316 Well trimmed.
51.2317 Fairly well formed.
51.2318 Fairly smooth.
51.2319 Damage.
51.2320 Diameter.
51.2321 Badly deformed.
51.2322 Slightly rough.

Subpart—United States Standards for Grades of Kiwifruit

51.2335 Grades.
51.2336 Tolerances.
51.2337 Application of tolerances.
51.2338 Standard pack.
51.2339 Definitions.
51.2340 Classification of defects.
51.2341 Sample size for grade determination.

Subpart—United States Standards for Grades of Topped Carrots

GRADES

51.2360 U.S. Extra No. 1.
51.2361 U.S. No. 1.
51.2362 U.S. No. 1 Jumbo.
51.2363 U.S. No. 2.

UNCLASSIFIED

51.2364 Unclassified.

TOLERANCES

51.2365 Tolerances.

Sec.

APPLICATION OF TOLERANCES

51.2366 Application of tolerances.

SAMPLE FOR GRADE DETERMINATION

51.2367 Sample for grade determination.

STANDARD SIZING

51.2368 Standard sizing.

DEFINITIONS

51.2369 Similar varietal characteristics.
51.2370 Well trimmed.
51.2371 Firm.
51.2372 Clean.
51.2373 Fairly well colored.
51.2374 Fairly smooth.
51.2375 Well formed.
51.2376 Secondary new top growth.
51.2377 Damage.
51.2378 Diameter.
51.2379 Length.
51.2380 Fairly clean.
51.2381 Fairly well formed.
51.2382 Excessively rough.
51.2383 Seriously misshapen.
51.2384 Serious damage.

Subpart—United States Standards for Grades of Radishes

STYLES

51.2395 Topped radishes.
51.2396 Bunched radishes.

GRADES

51.2397 U.S. No. 1.
51.2398 U.S. Commercial.

SAMPLE FOR GRADE DETERMINATION

51.2399 Sample for grade determination.

APPLICATION OF TOLERANCES

51.2400 Application of tolerances.

STANDARD BUNCHING

51.2401 Standard bunching.

SIZE TERMS

51.2402 Size terms.

DEFINITIONS

51.2403 Similar varietal characteristics.
51.2404 Clean.
51.2405 Well formed.
51.2406 Smooth.
51.2407 Firm.
51.2408 Tender.
51.2409 Damage.
51.2410 Fresh.
51.2411 Diameter.
51.2412 Serious damage.

Sec.

Metric Conversion Table

51.2413 Metric conversion table.

Subpart—United States Consumer Standards for Fresh Turnips

Styles

51.2425 Bunched turnips.
51.2426 Bunched turnips with clipped tops.
51.2427 Topped turnips.

Grades

51.2428 U.S. Grade A.
51.2429 U.S. Grade B.

Off-Grade

51.2430 Off-Grade.

Standard Bunching

51.2431 Standard bunching.

Definitions

51.2432 Similar varietal characteristics.
51.2433 Clean.
51.2434 Firm.
51.2435 Smooth.
51.2436 Well formed.
51.2437 Well trimmed.
51.2438 Damage.
51.2439 Fresh.
51.2440 Diameter.
51.2441 Fairly smooth.
51.2442 Fairly well formed.

Subpart—United States Standards for Bunched Carrots

Grades

51.2455 U.S. No. 1.
51.2456 U.S. Commercial.

Unclassified

51.2457 Unclassified.

Application of Tolerances

51.2458 Application of tolerances.

Length of Tops

51.2459 Length of tops.

Standard Bunches

51.2460 Standard bunches.

Definitions

51.2461 Similar varietal characteristics
51.2462 Firm.
51.2463 Fairly clean.
51.2464 Fairly well colored.
51.2465 Fairly smooth.
51.2466 Well formed.
51.2467 Damage.

Sec.

51.2468 Fresh.
51.2469 Full tops.
51.2470 Diameter.
51.2471 Serious damage.

Subpart—United States Standards for Carrots With Short Trimmed Tops

Grades

51.2485 U.S. No. 1.
51.2486 U.S. Commercial.

Unclassified

51.2487 Unclassified.

Application of Tolerances

51.2488 Application of tolerances.

Standard Sizing

51.2489 Standard sizing.

Definitions

51.2490 Similar varietal characteristics.
51.2491 Firm.
51.2492 Fairly clean.
51.2493 Fairly well colored.
51.2494 Fairly smooth.
51.2495 Well formed.
51.2496 Damage.
51.2497 Diameter.
51.2498 Serious damage.

Subpart—United States Standards for Grades of Lettuce

Grades

51.2510 U.S. Fancy.
51.2511 U.S. No. 1.
51.2512 U.S. No. 2.

Tolerances

51.2513 Tolerances.

Application of Tolerances

51.2514 Application of tolerances.

Precooling Requirements

51.2515 Precooling requirements.

Standard Pack

51.2516 Standard pack.

Standard Weight

51.2517 Standard weight.

Solidity Classification

51.2518 Solidity classification.

Definitions

51.2519 Similar varietal characteristics.
51.2520 Fresh.

Sec.
51.2521 Green.
51.2522 Burst.
51.2523 Doubles.
51.2524 Fairly well trimmed.
51.2525 Closely trimmed.
51.2526 Reasonably trimmed.
51.2527 Cap leaf.
51.2528 Crown.
51.2529 Injury.
51.2530 Damage.
51.2531 Serious damage.
51.2532 Permanent defects.
51.2533 Condition defects.
51.2534 Classification of defects.

Subpart—United States Standards for Dandelion Greens

GENERAL
51.2585 General.

GRADES
51.2586 U.S. No. 1.

UNCLASSIFIED
51.2587 Unclassified.

APPLICATION OF TOLERANCES
51.2588 Application of tolerances.
51.2589 Basis for calculating percentages.

DEFINITIONS
51.2590 Similar varietal characteristics.
51.2591 Fresh.
51.2592 Fairly tender.
51.2593 Fairly clean.
51.2594 Well trimmed.
51.2595 Damage.
51.2596 Serious damage.

Subpart—United States Standards for Turnips or Rutabagas

STYLES
51.2610 Bunched turnips.
51.2611 Turnips with short-trimmed tops.
51.2612 Topped turnips or rutabagas.

GRADES
51.2613 U.S. No. 1.
51.2614 U.S. No. 2.

UNCLASSIFIED
51.2615 Unclassified.

TOLERANCES
51.2616 Tolerances.

APPLICATION OF TOLERANCES
51.2617 Application of tolerances.

Sec.
STANDARD BUNCHING
51.2618 Standard bunching.

DEFINITIONS
51.2619 Similar varietal characteristics.
51.2620 Well trimmed.
51.2621 Firm.
51.2622 Fairly smooth.
51.2623 Fairly well shaped.
51.2624 Fairly clean.
51.2625 Damage.
51.2626 Fresh.
51.2627 Diameter.
51.2628 Excessively rough.
51.2629 Seriously misshapen.
51.2630 Serious damage.

Subpart—United States Standards for Grades for Sweet Cherries

GRADES
51.2646 U.S. No. 1.
51.2647 U.S. Commercial.

TOLERANCES
51.2648 Tolerances.

APPLICATION OF TOLERANCES
51.2649 Application of tolerances.

DEFINITIONS
51.2650 Similar varietal characteristics.
51.2651 Mature.
51.2652 Fairly well colored.
51.2653 Well formed.
51.2654 Clean.
51.2655 Damage.
51.2656 Diameter.
51.2657 Serious damage.
51.2658 Permanent defects.
51.2659 Condition defects.

METRIC CONVERSION TABLE
51.2660 Metric conversion table.

Subpart—United States Standards for Southern Peas

GENERAL
51.2670 General.

GRADES
51.2671 U. S. No. 1.
51.2672 U.S. Commercial.

UNCLASSIFIED
51.2673 Unclassified.

APPLICATION OF TOLERANCES
51.2674 Application of tolerances.
51.2675 Basis for calculating percentages.

Sec.

DEFINITIONS

51.2676 Similar varietal characteristics.
51.2677 Fairly well formed.
51.2678 Fairly well filled.
51.2679 Overmature.
51.2680 Excessively young.
51.2681 Damage.
51.2682 Serious damage.

Subpart—United States Standards for Spinach for Processing

GRADES

51.2696 U. S. No. 1.
51.2697 U. S. No. 2.

UNCLASSIFIED

51.2698 Unclassified.

DEFINITIONS

51.2699 Fairly fresh.
51.2700 Damage.
51.2701 Small weeds.

Subpart—United States Standards for Shelled Runner Type Peanuts

GRADES

51.2710 U. S. No. 1 Runner.
51.2711 U. S. Runner Splits.
51.2712 U. S. No. 2 Runner.

APPLICATION OF TOLERANCES

51.2713 Application of tolerances.

DEFINITIONS

51.2714 Similar vertical characteristics.
51.2715 Whole.
51.2716 Split.
51.2717 Broken.
51.2718 Foreign material.
51.2719 Unshelled.
51.2720 Minor defects.
51.2721 Damage.

Subpart—United States Standards for Grades of Shelled Spanish Type Peanuts

GRADES

51.2730 U.S. No. 1 Spanish.
51.2731 U.S. Spanish Splits.
51.2732 U.S. No. 2 Spanish.

APPLICATION OF TOLERANCES

51.2733 Application of tolerances.

DEFINITIONS

51.2734 Spanish type.
51.2735 Whole.
51.2736 Split.
51.2737 Broken.
51.2738 Foreign material.

Sec.

51.2739 Damage.
51.2740 Minor defects.
51.2741 Unshelled.

Subpart—United States Standards for Shelled Virginia Type Peanuts

GRADES

51.2750 U.S. Extra Large Virginia.
51.2751 U.S. Medium Virginia.
51.2752 U.S. No. 1 Virginia.
51.2753 U.S. Virginia Splits.
51.2754 U.S. No. 2 Virginia.

APPLICATION OF TOLERANCES

51.2755 Application of tolerances.

DEFINITIONS

51.2756 Similar varietal characteristics.
51.2757 Whole.
51.2758 Split.
51.2759 Broken.
51.2760 Foreign material.
51.2761 Unshelled.
51.2762 Minor defects.
51.2763 Damage.

Subpart—United States Consumer Standards for Fresh Cranberries

GENERAL

51.2775 General.

GRADES

51.2776 U.S. No. 1.

DEFINITIONS

51.2777 Similar varietal characteristics.
51.2778 Clean.
51.2779 Mature.
51.2780 Damage.
51.2781 Fairly well colored.
51.2782 Fairly uniform in color.
51.2783 Diameter.

METRIC CONVERSION TABLE

51.2784 Metric conversion table.

Subpart—United States Standards for Grades of Lemons

GRADES

51.2795 U.S. No. 1.
51.2796 U.S. Export No. 1.
51.2797 U.S. Combination.
51.2798 U.S. No. 2.

UNCLASSIFIED

51.2799 Unclassified.

TOLERANCES

51.2800 Tolerances.

Sec.

JUICE CONTENT

51.2801 Juice content.

APPLICATION OF TOLERANCES

51.2802 Application of tolerances.

STANDARD PACK

51.2803 Standard pack.

STANDARD SIZING AND FILL

51.2804 Standard sizing and fill.

CONDITION STANDARDS FOR EXPORT

51.2805 Condition standards for export.

DEFINITIONS

51.2806 Firm.
51.2807 Fairly well formed.
51.2808 Well formed.
51.2809 Reasonably smooth.
51.2810 Smooth.
51.2811 Contact spot.
51.2812 Internal evidence of Alternaria development.
51.2813 Membranous stain.
51.2814 Damage.
51.2815 Fairly well colored.
51.2816 Well colored.
51.2817 Fairly firm.
51.2818 Reasonably well formed.
51.2819 Fairly smooth.
51.2820 Serious damage.
51.2821 Moderately well colored.

Subpart—United States Standards for Grades of Onions (Other Than Bermuda-Granex-Grano and Creole Types)

GRADES

51.2830 U.S. No. 1.
51.2831 U.S. Export No. 1.
51.2832 U.S. Commercial.
51.2833 U.S. No. 1 Boilers.
51.2834 U.S. No. 1 Picklers.
51.2835 U.S. No. 2.

UNCLASSIFIED

51.2836 Unclassified.

SIZE CLASSIFICATIONS

51.2837 Size classifications.

TOLERANCES

51.2838 Tolerances.

APPLICATION OF TOLERANCES

51.2839 Application of tolerances.

EXPORT PACKING REQUIREMENTS

51.2840 Export packing requirements.

Sec.

DEFINITIONS

51.2841 Mature.
51.2842 Dormant.
51.2843 Fairly firm.
51.2844 Fairly well shaped.
51.2845 Wet sunscald.
51.2846 Doubles.
51.2847 Bottlenecks.
51.2848 Scallions.
51.2849 Damage.
51.2850 Diameter.
51.2851 Badly misshapen.
51.2852 Serious damage.
51.2853 One type.

METRIC CONVERSION TABLE

51.2854 Metric conversion table.

Subpart—United States Standards for Beet Greens

GENERAL

51.2860 General.

GRADES

51.2861 U.S. No. 1.

UNCLASSIFIED

51.2862 Unclassified.

APPLICATION OF TOLERANCES

51.2863 Application of tolerances.
51.2864 Basis for calculating percentages.

DEFINITIONS

51.2865 Similar varietal characteristics.
51.2866 Fresh.
51.2867 Fairly clean.
51.2868 Fairly tender.
51.2869 Well trimmed.
51.2870 Damage.
51.2871 Diameter.
51.2872 Serious damage.

Subpart—United States Standards for Spinach Plants

GRADES

51.2880 U.S. No. 1.
51.2881 U.S. Commercial.

UNCLASSIFIED

51.2882 Unclassified.

APPLICATION OF TOLERANCES

51.2883 Application of tolerances.

DEFINITIONS

51.2884 Similar varietal characteristics.
51.2885 Well grown.
51.2886 Fresh.
51.2887 Fairly clean.

Sec.
51.2888 Well trimmed.
51.2889 Damage.
51.2890 Serious damage.

Subpart—United States Standards for Grades of Sweet Anise

GRADE

51.2900 U.S. No. 1.

UNCLASSIFIED

51.2901 Unclassified.

DEFINITIONS

51.2902 Stalk.
51.2903 Firm.
51.2904 Tender.
51.2905 Well trimmed.
51.2906 Fairly well blanched.
51.2907 Damage.
51.2908 Diameter.

Subpart—United States Standards for Apricots

GRADES

51.2925 U.S. No. 1.
51.2926 U.S. No. 2.

UNCLASSIFIELD

51.2926a Unclassified.

MARKING AND PACKING REQUIREMENTS

51.2927 Marking and packing requirements.

DEFINITIONS

51.2928 Mature.
51.2929 Well formed.
51.2930 Damage.
51.2931 Serious damage.
51.2932 Diameter.

Subpart—United States Standards for Grades of Walnuts in the Shell

GENERAL

51.2945 Application.
51.2946 Color chart.
51.2947 Method of inspection.

GRADES

51.2948 U.S. No. 1.
51.2949 U.S. No. 2.
51.2950 U.S. No. 3.

UNCLASSIFIELD

51.2951 Unclassified.

SIZE SPECIFICATIONS

51.2952 Size specifications.

Sec.

VARIETY OR TYPE SPECIFICATIONS

51.2953 Variety or type specifications.

TOLERANCES FOR GRADE DEFECTS

51.2954 Tolerances for grade defects.

APPLICATION OF TOLERANCES

51.2955 Application of tolerances.

DEFINITIONS

51.2956 Practically clean.
51.2957 Bright.
51.2958 Splits.
51.2959 Injury by discoloration.
51.2960 Damage.
51.2961 Well dried.
51.2962 Decay.
51.2963 Dark discoloration.
51.2964 Rancidity.
51.2965 Fairly clean.
51.2966 Serious damage.

Subpart—United States Standards for Italian Type Tomatoes for Canning

GENERAL

51.2976 General.

GRADES

51.2977 U.S. No. 1.
51.2978 U.S. No. 2.

CULLS

51.2979 Culls.

MINIMUM SIZE

51.2980 Minimum size.

DEFINITIONS

51.2981 Firm.
51.2982 Well colored.
51.2983 Fairly well formed.
51.2984 Damage.
51.2985 Fairly well colored.
51.2986 Serious damage.

Subpart—United States Standards for Grades of Seed Potatoes

GRADE

51.3000 U.S. No. 1 Seed Potatoes.

TOLERANCES

51.3001 Tolerances.

APPLICATION OF TOLERANCES

51.3002 Application of tolerances.

SAMPLES FOR GRADE AND SIZE DETERMINATION

51.3003 Samples for grade and size determination.

Sec.

DEFINITIONS

51.3004 Fairly well shaped.
51.3005 Nematode or Tuber Moth injury.
51.3006 Damage.
51.3007 Serious damage.
51.3008 Freezing.
51.3009 Soft rot or wet breakdown.
51.3010 External defects.
51.3011 Internal defects.
51.3012 Permanent defects.
51.3013 Condition defects.

METRIC CONVERSION TABLE

51.3014 Metric conversion table.

Subpart—United States Standards for Fresh Cranberries for Processing

GENERAL

51.3030 General.

GRADES

51.3031 U.S. No. 1.

UNCLASSIFIED

51.3032 Unclassified.

DEFINITIONS

51.3033 Clean.
51.3034 Mature.
51.3035 Fairly well colored.
51.3036 Damage.
51.3037 Diameter.

Subpart—United States Standards for Florida Avocados

GRADES

51.3050 U.S. No. 1.
51.3051 U.S. Combination.
51.3052 U.S. No. 2.
51.3053 U.S. No. 3.

UNCLASSIFIED

51.3054 Unclassified.

STANDARD PACK

51.3055 Standard pack.

APPLICATION OF TOLERANCES

51.3056 Application of tolerances.

DEFINITIONS

51.3057 Similar varietal characteristics.
51.3058 Mature.
51.3059 Overripe.
51.3060 Well formed.
51.3061 Clean.
51.3062 Well colored.
51.3063 Well trimmed.
51.3064 Damage.
51.3065 Fairly well formed.

Sec.

51.3066 Fairly well colored.
51.3067 Serious damage.
51.3068 Badly misshapen.
51.3069 Very serious damage.

Subpart—United States Standards for Grades of Christmas Trees

GENERAL

51.3085 General.

GRADES

51.3086 U.S. Premium.
51.3087 U.S. No. 1 or U.S. Choice.
51.3088 U.S. No. 2 or U.S. Standard.

CULLS

51.3089 Culls.

SIZE

51.3090 Size.

TOLERANCES

51.3091 Tolerances.

DEFINITIONS

51.3092 Fresh.
51.3093 Clean.
51.3094 Healthy.
51.3095 Well shaped.
51.3096 Butt trimmed.
51.3097 Density.
51.3098 Taper.
51.3099 Face.
51.3100 Fairly clean.
51.3101 Handle.
51.3102 Height.
51.3103 Damage.

METRIC CONVERSION TABLE

51.3104 Metric conversion table.

Subpart—United States Standards for Grades of Strawberries

GRADES

51.3115 U.S. No. 1.
51.3116 U.S. Combination.
51.3117 U.S. No. 2.

UNCLASSIFIED

51.3118 Unclassified.

APPLICATION OF TOLERANCES

51.3119 Application of tolerances.

DEFINITIONS

51.3120 Overripe.
51.3121 Undeveloped.
51.3122 Damage.
51.3123 Serious damage.
51.3124 Diameter.

Sec.

Subpart—United States Standards for Grades of Nectarines

GRADES

51.3145 U.S. Fancy.
51.3146 U.S. Extra No. 1.
51.3147 U.S. No. 1.
51.3148 U.S. No. 2.

UNCLASSIFIED

51.3149 Unclassified.

TOLERANCES

51.3150 Tolerances.

APPLICATION OF TOLERANCES

51.3151 Application of tolerances.

STANDARD PACK

51.3152 Standard pack.

DEFINITIONS

51.3153 Mature.
51.3154 Well formed.
51.3155 Clean.
51.3156 Injury.
51.3157 Damage.
51.3158 Badly misshapen.
51.3159 Serious damage.

METRIC CONVERSION TABLE

51.3160 Metric conversion table.

Subpart—United States Consumer Standards for Beet Greens

GENERAL

51.3170 General.

GRADES

51.3171 U. S. Grade A.

OFF-GRADE

51.3172 Off-grade.

BASIS FOR CALCULATING PERCENTAGES

51.3173 Basis for calculating percentages.

DEFINITIONS

51.3174 Similar varietal characteristics.
51.3175 Fresh.
51.3176 Clean.
51.3177 Fairly tender.
51.3178 Well trimmed.
51.3179 Whole plant.
51.3180 Clusters.
51.3181 Damage.
51.3182 Diameter.
51.3183 Serious damage.

Sec.

Subpart—United States Standards for Bermuda-Granex-Grano Type Onions

GRADES

51.3195 U.S. No. 1.
51.3196 U.S. Combination.
51.3197 U.S. No. 2.

UNCLASSIFIED

51.3198 Unclassified.

SIZE

51.3199 Size.

APPLICATION OF TOLERANCES

51.3200 Application of tolerances.

DEFINITIONS

51.3201 Similar varietal characteristics.
51.3202 Mature.
51.3203 Fairly well shaped.
51.3204 Wet sunscald.
51.3205 Doubles.
51.3206 Bottlenecks.
51.3207 Damage.
51.3208 Serious damage.
51.3209 Diameter.

Subpart—United States Standards for Cauliflower for Processing

GRADE

51.3220 U.S. No. 1.

CULLS

51.3221 Culls.

BASIS OF GRADING CAULIFLOWER

51.3222 Basis of grading cauliflower.

APPLICATION OF STANDARDS

51.3223 Application of standards.

DEFINITIONS

51.3224 Fresh.
51.3225 Compact.
51.3226 Characteristic color.
51.3227 Cull material.
51.3228 Damage.
51.3229 Diameter.
51.3230 Segment.

Subpart—United States Standards for Snap Beans for Processing

GRADES

51.3240 U.S. No. 1.
51.3241 U.S. No. 2.

CULLS

51.3242 Culls.

Sec.

SIZE CLASSIFICATIONS

51.3243 Size classifications.

APPLICATION OF STANDARDS

51.3244 Application of standards.

DEFINITIONS

51.3245 Similar varietal characteristics.
51.3246 Fresh.
51.3247 Firm.
51.3248 Succulent.
51.3249 Tender.
51.3250 Fairly well formed.
51.3251 Extraneous material.
51.3252 Damage.
51.3253 Diameter.
51.3254 Similar color.
51.3255 Reasonably similar type.
51.3256 Tough or overmature.
51.3257 Seriously misshapen.
51.3258 Serious damage.

Subpart—United States Standards for Sweet Peppers

GRADES

51.3270 U.S. Fancy.
51.3271 U.S. No. 1.
51.3272 U.S. No. 2.

UNCLASSIFIED

51.3273 Unclassified.

TOLERANCES

51.3274 Tolerances.

APPLICATION OF TOLERANCES

51.3275 Application of tolerances.

DEFINITIONS

51.3276 Mature green.
51.3277 Similar varietal characteristics.
51.3278 Firm.
51.3279 Well shaped.
51.3280 Injury.
51.3281 Fairly well shaped.
51.3282 Damage.
51.3283 Not seriously misshapen.
51.3284 Serious damage.
51.3285 Diameter.
51.3286 Length.

Subpart—United States Standards for Grades of Romaine

GRADES

51.3295 U.S. No. 1.

UNCLASSIFIED

51.3296 Unclassified.

Sec.

TOLERANCES

51.3297 Tolerances.

APPLICATION OF TOLERANCES

51.3298 Application of tolerances.

DEFINITIONS

51.3299 Similar varietal characteristics.
51.3300 Fresh.
51.3301 Well developed.
51.3302 Well trimmed.
51.3303 Damage.
51.3304 Serious damage.

Subpart—United States Standards for Grade Evaluation of Tomatoes for Processing

GENERAL

51.3310 General.

CATEGORIES

51.3311 Category A.
51.3312 Category B.
51.3313 Category C.

CULLS

51.3314 Culls.

PERCENT USABLE

51.3315 Percent usable.

PERCENT WASTE

51.3316 Percent waste.

COLOR EVALUATION

51.3317 Color evaluation.

EXTRANEOUS MATERIAL

51.3318 Extraneous material.

DEFINITIONS

51.3319 Firm.
51.3320 Fairly firm.
51.3321 Worm injury.
51.3322 Mold or decay.
51.3323 Freezing.
51.3324 Green.
51.3325 Mechanical damage.
51.3326 Defect classification guide.

METRIC CONVERSION TABLE

51.3327 Metric conversion table.

Subpart—United States Standards for Grades of Greenhouse Tomatoes

GRADES

51.3345 U.S. No. 1.
51.3346 U.S. No. 2.

Sec.

Unclassified

51.3347 Unclassified.

Tolerances

51.3348 Tolerances.

Application of Tolerances

51.3349 Application of tolerances.

Size Classification

51.3350 Size classification.

Standard Pack

51.3351 Standard pack.

Definitions

51.3352 Similar varietal characteristics.
51.3353 Mature.
51.3354 Soft.
51.3355 Clean.
51.3356 Fairly well formed.
51.3357 Reasonably well formed.
51.3358 Damage.
51.3359 Serious damage.
51.3360 Metric conversion table.

Subpart—United States Standards for Grades of Sweet Corn for Processing

Grades

51.3365 U.S. No. 1.
51.3366 U.S. No. 2.

Culls

51.3367 Culls.

Maturity Classifications

51.3368 Maturity classifications.

Definitions

51.3369 Similar color characteristics.
51.3370 Fresh.
51.3371 Damage.
51.3372 Blister stage.
51.3373 Milk stage.
51.3374 Cream stage.
51.3375 Dough stage.
51.3376 Hard stage.
51.3377 Serious damage.

Application of Standards

51.3378 Purpose of standards.
51.3379 Grade and maturity determination.

Subpart—United States Standards for Grades of Mushrooms

Grades

51.3385 U.S. No. 1.
51.3386 U.S. No. 2.

Sec.

Unclassified

51.3387 Unclassified.

Application of Tolerances

51.3388 Application of tolerances.

Definitions

51.3389 Similar varietal characteristics.
51.3390 Mature.
51.3391 Fairly well shaped.
51.3392 Well trimmed.
51.3393 Open veils.
51.3394 Spots.
51.3395 Damage.
51.3396 Length of stem.
51.3397 Diameter.

Metric Conversion Table

51.3398 Metric conversion table.

Subpart—United States Standards for Grades of Potatoes for Processing

51.3410 Grades.
51.3411 Usable piece.
51.3412 Unusable material.
51.3413 Size.
51.3414 Application of standards.
51.3415 Definitions.
51.3416 Classification of defects.
51.3417 Optional test for specific gravity.
51.3418 Optional test for fry color.

Subpart—United States Standards for Grades of Mushrooms for Processing

Grades

51.3435 U.S. No. 1.
51.3436 U.S. No. 2.

Culls

51.3437 Culls.

Cull Material

51.3438 Cull material.

Definitions

51.3439 Similar varietal characteristics.
51.3440 Fairly well shaped.
51.3441 Tender.
51.3442 Soft.
51.3443 Mushroom cap.
51.3444 Whole mushroom.
51.3445 Usable piece.
51.3446 Usable portion of stem.
51.3447 Damage.
51.3448 Serious damage.
51.3449 Diameter.

Sec.

Subpart—United States Standards for Grades of Greenhouse Leaf Lettuce

Grades

51.3455 U.S. Fancy.
51.3456 U.S. No. 1.

Unclassified

51.3457 Unclassified.

Tolerances

51.3458 Tolerances.

Application of Tolerances

51.3459 Application of tolerances.

Definitions

51.3460 Similar varietal characteristics.
51.3461 Well grown.
51.3462 Well trimmed.
51.3463 Fairly well trimmed.
51.3464 Injury.
51.3465 Damage.
51.3466 Serious damage.

Subpart—United States Standards for Grades of Blueberries

General

51.3475 General.

Grade

51.3476 U.S. No. 1.

Unclassified

51.3477 Unclassified.

Size Classifications

51.3478 Size classifications.

Tolerances

51.3479 Tolerances.

Definitions

51.3480 Similar varietal characteristics.
51.3481 Clean.
51.3482 Well colored.
51.3483 Overripe.
51.3484 Wet.
51.3485 Injury.
51.3486 Damage.
51.3487 Serious damage.

Subpart—United States Standards for Grades of Brazil Nuts in the Shell

Grade

51.3500 U.S. No. 1.

Size Classifications

51.3501 Size classifications.

Sec.

Unclassified

51.3502 Unclassified.

Application of Standards

51.3503 Application of standards.

Definitions

51.3504 Well cured.
51.3505 Loose extraneous and foreign material.
51.3506 Clean.
51.3507 Damage.
51.3508 Reasonably well developed.
51.3509 Rancidity.
51.3510 Decay.
51.3511 Serious damage.

Subpart—United States Standards for Grades of Mixed Nuts in the Shell

General

51.3520 General.

Grades

51.3521 U.S. Extra Fancy.
51.3522 U.S. Fancy.
51.3523 U.S. Commercial or U.S. Select.

Subpart—United States Standards for Grades of Endive, Escarole, or Chicory

General

51.3535 General.

Grade

51.3536 U.S. No. 1.

Unclassified

51.3537 Unclassified.

Tolerances

51.3538 Tolerances.

Application of Tolerances

51.3539 Application of tolerances.

Definitions

51.3540 Similar varietal characteristics.
51.3541 Fresh.
51.3542 Well trimmed.
51.3543 Fairly well blanched.
51.3544 Damage.
51.3545 Serious damage.

Subpart—United States Standards for Grades of Bunched Italian Sprouting Broccoli

Grades

51.3555 U.S. Fancy.
51.3556 U.S. No. 1.
51.3557 U.S. No. 2.

Sec.

UNCLASSIFIED

51.3558 Unclassified.

SIZE SPECIFICATIONS

51.3559 Size specifications.

TOLERANCES

51.3560 Tolerances.

APPLICATION OF TOLERANCES

51.3561 Application of tolerances.

DEFINITIONS

51.3562 Stalk.
51.3563 Bunch.
51.3564 Damage.
51.3565 Compact.
51.3566 Fairly compact.
51.3567 Closely trimmed.
51.3568 Well trimmed.
51.3569 Fairly well trimmed.
51.3570 Leafy.
51.3571 Serious damage.
51.3572 Diameter.
51.3573 Length.

Subpart—United States Standards for Grades of Southern Peas for Processing

GENERAL

51.3585 Application.
51.3586 Method of inspection.

GRADES

51.3587 U.S. No. 1.
51.3588 U.S. No. 2.

OFF GRADE

51.3589 Off grade.

TOLERANCES

51.3590 Tolerances.

DEFINITIONS

51.3591 Extraneous material.
51.3592 Fairly well matured.
51.3593 Excessively mature.
51.3594 Fairly fresh.
51.3595 Decay.
51.3596 Recoverable seeds.
51.3597 Similar varietal characteristics.
51.3598 Insects.
51.3599 Damage.
51.3600 Tinge of green.
51.3601 Serious defects.

Subpart—United States Standards for Grades of American (Eastern Type) Bunch Grapes

GRADES

51.3610 U.S. Fancy Table Grapes.
51.3611 U.S. No. 1 Table Grapes.

Sec.
51.3612 U.S. No. 1 Juice Grapes.

UNCLASSIFIED

51.3613 Unclassified.

APPLICATION OF TOLERANCES

51.3614 Application of tolerances.

DEFINITIONS

51.3615 Mature.
51.3616 Firm.
51.3617 Well colored.
51.3618 Fairly well colored.
51.3619 Shattered.
51.3620 Compact.
51.3621 Fairly compact.
51.3622 Damage.
51.3623 Serious damage.
51.3624 Straggly.

Subpart—United States Standards for Grades of Okra for Processing

GENERAL

51.3635 Application.

GRADES

51.3636 U.S. No. 1.
51.3637 U.S. No. 2.

CULLS

51.3638 Culls.

SIZE CLASSIFICATIONS

51.3639 Size classifications.

DEFINITIONS

51.3640 Similar varietal characteristics.
51.3641 Fresh.
51.3642 Tender.
51.3643 Fairly well colored.
51.3644 Fairly well formed.
51.3645 Worm hole.
51.3646 Damage.
51.3647 Fairly well trimmed.
51.3648 Well trimmed.
51.3649 Pale green.
51.3650 Moderately misshapen.
51.3651 Poorly trimmed.
51.3652 Length.

Subpart—United States Standards for Grades of Rhubarb (Field-Grown)

GRADES

51.3665 U.S. Fancy.
51.3666 U.S. No. 1.
51.3667 U.S. No. 2.

UNCLASSIFIED

51.3668 Unclassified.

Sec.

TOLERANCES

51.3669 Tolerances.

APPLICATION OF TOLERANCES

51.3670 Application of Tolerances.

DEFINITIONS

51.3671 Similar varietal characteristics.
51.3672 Very well colored.
51.3673 Well colored.
51.3674 Fairly well colored.
51.3675 Fresh.
51.3676 Straight.
51.3677 Well trimmed.
51.3678 Pithy.
51.3679 Damage.
51.3680 Diameter.
51.3681 Length.
51.3682 Fairly straight.
51.3683 Serious damage.

Subpart—United States Standards for Grades of Fresh Freestone Peaches for Canning, Freezing, or Pulping

GRADES

51.3695 U.S. No. 1.
51.3696 U.S. No. 2.
51.3697 U.S. No. 3.

CULLS

51.3698 Culls.

APPLICATION OF STANDARDS

51.3699 Application of standards.

CALCULATION OF PERCENTAGES

51.3700 Calculation of percentages.

MINIMUM SIZES

51.3701 Minimum sizes.

DEFINITIONS

51.3702 Mature.
51.3703 Fairly well formed.
51.3704 Hard.
51.3705 Firm.
51.3706 Firm ripe.
51.3707 Ripe.
51.3708 Soft.
51.3709 Damage.
51.3710 Not badly misshapen.
51.3711 Serious damage.
51.3712 Diameter.

Subpart—United States Standards for Grades of Fresh Asparagus

GRADES

51.3720 U.S. No. 1.
51.3721 U.S. No. 2.

Sec.

UNCLASSIFIED

51.3722 Unclassified.

APPLICATION OF TOLERANCES

51.3723 Application of tolerances.

DIAMETER CLASSIFICATION

51.3724 Diameter classification.

AMOUNT OF GREEN COLOR

51.3725 Amount of green color.

STALK LENGTH

51.3726 Stalk length.

DEFINITIONS

51.3727 Fresh.
51.3728 Well trimmed.
51.3729 Damage.
51.3730 Diameter.
51.3731 Fairly well trimmed.
51.3732 Badly misshapen.
51.3733 Serious damage.

METRIC CONVERSION TABLE

51.3734 Metric conversion table.

Subpart—United States Standards for Grades of Honey Dew and Honey Ball Type Melons

GRADES

51.3740 U.S. No. 1.
51.3741 U.S. Commercial.
51.3742 U.S. No. 2.

UNCLASSIFIED

51.3743 Unclassified.

TOLERANCES

51.3744 Tolerances.

APPLICATION OF TOLERANCES

51.3745 Application of tolerances.

DEFINITIONS

51.3746 Mature.
51.3747 Well formed.
51.3748 Damage.
51.3749 Serious damage.

Subpart—United States Standards for Grades of Globe Artichokes

GRADES

51.3785 U.S. No. 1.
51.3786 U.S. No. 2.

TOLERANCES

51.3787 Tolerances.

Sec.

APPLICATION OF TOLERANCES

51.3788 Application of tolerances.

DEFINITIONS

51.3789 Properly trimmed.
51.3790 Fairly well formed.
51.3791 Fairly compact.
51.3792 Overdeveloped.
51.3793 Damage.
51.3794 Fairly uniform in size.
51.3795 Serious damage.

METRIC CONVERSION TABLE

51.3796 Metric conversion table.

Subpart—United States Standards for Grades of Lima Beans

GRADES

51.3805 U.S. No. 1.
51.3806 U.S. Combination.
51.3807 U.S. No. 2.

UNCLASSIFIED

51.3808 Unclassified.

APPLICATION OF TOLERANCES

51.3809 Application of tolerances.

DEFINITIONS

51.3810 Similar varietal characteristics.
51.3811 Fairly well filled and not excessively small.
[illegible]3812 Reasonably well filled.
[illegible].3813 Badly misshapen.
51.3814 Fresh.
51.3815 Fairly fresh.
51.3816 Overmature.
51.3817 Damage.
51.3818 Serious damage.

Subpart—United States Standards for Grades of Snap Beans

GRADES

51.3830 U.S. Fancy.
51.3831 U.S. No. 1.
51.3832 U.S. Combination.
51.3833 U.S. No. 2.

UNCLASSIFIED

51.3834 Unclassified.

TOLERANCES

51.3835 Tolerances.

APPLICATION OF TOLERANCES

51.3836 Application of tolerances.

DEFINITIONS

51.3837 Similar varietal characteristics.

Sec.

51.3838 Reasonable size.
51.3839 Well formed.
51.3840 Firm.
51.3841 Damage.
51.3842 Fairly well formed.
51.3843 Overmature.
51.3844 Serious damage.

Subpart—United States Standards for Grades of Greenhouse Cucumbers

51.3855 General.
51.3856 Grades.
51.3857 Tolerances.
51.3858 Application of tolerances.
51.3859 Standard pack.
51.3860 Definitions.
51.3861 Permanent defects.
51.3862 Condition defects.
51.3863 Classification of defects.

Subpart—United States Standards for Grades of Garlic

GRADE

51.3880 U.S. No. 1.

UNCLASSIFIED

51.3881 Unclassified.

APPLICATION OF TOLERANCES

51.3882 Application of tolerances.

DEFINITIONS

51.3883 Similar varietal characteristics.
51.3884 Mature and well cured.
51.3885 Compact.
51.3886 Well filled and fairly plump.
51.3887 Damage.
51.3888 Diameter.

Subpart—United States Standards for Grades of Horseradish Roots

GRADES

51.3900 U.S. Fancy.
51.3901 U.S. No. 1.
51.3902 U.S. No. 2.

UNCLASSIFIED

51.3903 Unclassified.

TOLERANCES

51.3904 Tolerances.

APPLICATION OF TOLERANCES

51.3905 Application of tolerances.

DEFINITIONS

51.3906 Firm.
51.3907 Well trimmed.
51.3908 Well shaped.

Sec.
51.3909 Fairly well shaped.
51.3910 Fairly smooth.
51.3911 Excessively rough.
51.3912 Damage.
51.3913 Serious damage.
51.3914 Head.
51.3915 Good head formation.
51.3916 Fairly good head formation.
51.3917 Length.
51.3918 Diameter.

Subpart—United States Standards for Grades of Kale

GRADES

51.3930 U.S. No. 1.
51.3931 U.S. Commercial.

UNCLASSIFIED

51.3932 Unclassified.

TOLERANCES

51.3933 Tolerances.

APPLICATION OF TOLERANCES

51.3934 Application of tolerances.

DEFINITIONS

51.3935 One type.
51.3936 Well trimmed.
51.3937 Damage.

Subpart—United States Standards for Grades of Okra

GRADE

51.3945 U.S. No. 1.

UNCLASSIFIELD

51.3946 Unclassified.

DEFINITIONS

51.3947 Damage.
51.3948 Serious damage.

Subpart—United States Standards for Grades of Creole Onions

GRADES

51.3955 U.S. No. 1.
51.3956 U.S. No. 2.
51.3957 U.S. Combination.

UNCLASSIFIED

51.3958 Unclassified.

TOLERANCES

51.3959 Tolerances.

APPLICATION OF TOLERANCES

51.3960 Application of tolerances.

Sec.

DEFINITIONS

51.3961 Similar varietal characteristics.
51.3962 Mature.
51.3963 Fairly well shaped.
51.3964 Soft rot.
51.3965 Doubles.
51.3966 Bottlenecks.
51.3967 Badly misshapen.
51.3968 Damage.
51.3969 Serious damage.
51.3970 Diameter.

Subpart—United States Standards for Grades of Onion Sets

GENERAL

51.3980 General.

GRADES

51.3981 U.S. No. 1.
51.3982 U.S. No. 2.

UNCLASSIFIED

51.3983 Unclassified.

DEFINITIONS

51.3984 Similar varietal characteristics.
51.3985 Mature.
51.3986 Fairly firm.
51.3987 Damage.
51.3988 Serious damage by tops.
51.3989 Diameter.

Subpart—United States Standards for Grades of Parsley

GENERAL

51.4000 General.

GRADE

51.4001 U.S. No. 1.

UNCLASSIFIED

51.4002 Unclassified.

DEFINITIONS

51.4003 Similar varietal characteristics.
51.4004 Damage.

Subpart—United States Standards for Grades of Parsnips

GRADES

51.4010 U.S. No. 1.
51.4011 U.S. No. 2.

UNCLASSIFIED

51.4012 Unclassified.

APPLICATION OF TOLERANCES

51.4013 Application of tolerances.

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Sec.

Definitions

51.4014 Well trimmed.
51.4015 Fairly well formed.
51.4016 Fairly smooth.
51.4017 Fairly clean.
51.4018 Fairly firm.
51.4019 Damage.
51.4020 Badly misshapen.
51.4021 Serious damage.
51.4022 Diameter.

Subpart—United States Standards for Grades of Fall and Winter Type Squash and Pumpkin

51.4030 General.
51.4031 Grades.
51.4032 Size.
51.4033 Tolerances.
51.4034 Application of tolerances.
51.4035 Definitions.

Subpart—United States Standards for Grades of Summer Squash

General

51.4050 General.

Grades

51.4051 U.S. No. 1.
51.4052 U.S. No. 2.

Unclassified

51.4053 Unclassified.

Application of Tolerances

51.4054 Application of tolerances.

Definitions

51.4055 Fairly young and fairly tender.
51.4056 Fairly well formed.
51.4057 Firm.
51.4058 Damage.
51.4059 Old and tough.
51.4060 Serious damage.
51.4061 Diameter.
51.4062 Length.

Subpart—United States Standards for Grades of Green Asparagus for Processing

Grades

51.4075 U.S. No. 1.
51.4076 U.S. No. 2.

Culls

51.4077 Culls.

Butt

51.4078 Butt.

Application of Standards

51.4079 Application of standards.

Sec.

Diameter Classification

51.4080 Diameter classification.

Definitions

51.4081 Fresh.
51.4082 Fairly well formed.
51.4083 Damage.
51.4084 Green color.
51.4085 Serious damage.

Metric Conversion Table

51.4086 Metric conversion table.

Subpart—United States Standards for Grades of Beets for Processing

General

51.4095 General.

Grades

51.4096 U.S. No. 1.
51.4097 U.S. No. 2.

Culls

51.4098 Culls.

Topping Requirements

51.4099 Topping requirements.

Tolerances

51.4100 Tolerances.

Definitions

51.4101 Firm.
51.4102 Tender.
51.4103 Fairly well formed.
51.4104 Soft rot.
51.4105 Cull material.
51.4106 Damage.
51.4107 Diameter.
51.4108 Badly misshapen.
51.4109 Serious damage.

Subpart—United States Standards for Grades of Cabbage for Processing

General

51.4120 General.

Grades

51.4121 U.S. No. 1.
51.4122 U.S. No. 2.

Culls

51.4123 Culls.

Tolerances

51.4124 Tolerances.

Definitions

51.4125 Well trimmed.

Sec.
51.4126 Seedstems.
51.4127 Damage.
51.4128 Soft.
51.4129 Serious damage.

Subpart—United States Standards for Grades of Carrots for Processing

51.4140 General.
51.4141 Grades.
51.4142 Crowning or topping requirements.
51.4143 Size.
51.4144 Tolerances.
51.4145 Definitions.

Subpart—United States Standards for Grades of Cucumbers for Pickling

GENERAL

51.4170 General.

GRADES

51.4171 U.S. No. 1.
51.4172 U.S. No. 2.
51.4173 U.S. No. 3.

CULLS

51.4174 Culls.

DEFINITIONS

51.4175 Characteristic color.
51.4176 Fairly well formed.
51.4177 Fresh.
51.4178 Full grown.
51.4179 Damage.
51.4180 Diameter.

Subpart—United States Standards for Grades of Onions for Processing

GENERAL

51.4190 General.

GRADES

51.4191 U.S. No. 1.
51.4192 U.S. No. 2.

CULLS

51.4193 Culls.

TOPPING REQUIREMENTS

51.4194 Topping requirements.

TOLERANCES

51.4195 Tolerances.

DEFINITIONS

51.4196 Similar varietal characteristics.
51.4197 Mature.
51.4198 Fairly firm.
51.4199 Bottlenecks.
51.4200 Scallions.
51.4201 Cull material.
51.4202 Damage.
51.4203 Diameter.
51.4204 Serious damage.

Subpart—United States Standards for Grades of Fresh Shelled Peas for Canning or Freezing

GENERAL

51.4210 General.

GRADES

51.4211 U.S. Fancy.
51.4212 U.S. No. 1.
51.4213 U.S. No. 2.
51.4214 U.S. No. 3.

CULLS

51.4215 Culls.

FOREIGN MATERIAL

51.4216 Foreign material.

DEFINITIONS

51.4217 Very tender.
51.4218 Very succulent.
51.4219 Good characteristic color.
51.4220 Injury.
51.4221 Fairly tender.
51.4222 Fairly succulent.
51.4223 Characteristic color.
51.4224 Slightly tender.
51.4225 Slightly succulent.
51.4226 Green color.
51.4227 Damage.

Subpart—United States Standards for Grades of Gladiolus Corms (Bulbs)

51.4240 General.
51.4241 Grades.
51.4242 Size.
51.4243 Tolerances.
51.4244 Application of tolerances.
51.4245 Sample for grade and size determination.
51.4246 Definitions.
51.4247 Classification of defects.

Subpart—United States Standards for Grades of Dewberries and Blackberries

GRADES

51.4270 U.S. No. 1.
51.4271 U.S. No. 2.

UNCLASSIFIED

51.4272 Unclassified.

DEFINITIONS

51.4273 Well colored.
51.4274 Well developed.
51.4275 Overripe.

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Sec.
51.4276 Damage.
51.4277 Serious damage.

Subpart—United States Standards for Grades of Juice Grapes (European or Vinifera Type)

GRADES

51.4290 U.S. No. 1 Juice Grapes.
51.4291 U.S. No. 1 Mixed Juice Grapes.
51.4292 U.S. No. 2 Juice Grapes.
51.4293 U.S. No. 2 Mixed Juice Grapes.

UNCLASSIFIED

51.4294 Unclassified.

APPLICATION OF TOLERANCES

51.4295 Application of tolerances.

COLOR REQUIREMENTS

51.4296 Color requirements.

MATURITY REQUIREMENTS

51.4297 Maturity requirements.

DEFINITIONS

51.4298 One variety.
51.4299 Waterberry.
51.4300 Weak berries.
51.4301 Redberry.
51.4302 Damage.
51.4303 Raisining berries.
51.4304 Raisined berries.
51.4305 Decay.
51.4306 Serious damage.
51.4307 Wet.

Subpart—United States Standards for Grades of Raspberries

GRADES

51.4320 U.S. No. 1.
51.4321 U.S. No. 2.

UNCLASSIFIED

51.4322 Unclassified.

APPLICATION OF TOLERANCES

51.4323 Application of tolerances.

DEFINITIONS

51.4324 Well colored.
51.4325 Well developed.
51.4326 Overripe.
51.4327 Damage.
51.4328 Serious damage.

Subpart—United States Standards for Grades of Red Sour Cherries for Manufacture

GENERAL

51.4340 General.

Sec.

GRADES

51.4341 U.S. No. 1.
51.4342 U.S. No. 2.

UNCLASSIFIED

51.4343 Unclassified.

DEFINITIONS

51.4344 Fairly well colored.
51.4345 Pulled pits.
51.4346 Attached stems.
51.4347 Damage.
51.4348 Diameter.

Subpart—United States Standards for Grades of Sweet Cherries for Canning or Freezing

GRADES

51.4360 U.S. No. 1.
51.4361 U.S. No. 2.

UNCLASSIFIED

51.4362 Unclassified.

SIZE

51.4363 Size.

DEFINITIONS

51.4364 Well formed.
51.4365 Mature.
51.4366 Doubles.
51.4367 Damage.
51.4368 Diameter.

Subpart—United States Standards for Grades of Sweet Cherries, for Export for Sulphur Brining

GRADE

51.4380 U.S. No. 1.

SIZE

51.4381 Size.

DEFINITIONS

51.4382 Well formed.
51.4383 Mature.
51.4384 Doubles.
51.4385 Damage.
51.4386 Serious damage.
51.4387 Diameter.

Subpart—United States Standards for Grades of American (Eastern Type) Bunch Grapes for Processing and Freezing

GRADES

51.4400 U.S. No. 1.
51.4401 U.S. No. 2.

Sec.

UNCLASSIFIED

51.4402 Unclassified.

DEFINITIONS

51.4403 Mature.
51.4404 Well colored.
51.4405 Serious damage.
51.4406 Fairly well colored.

Subpart—United States Standards for Grades of Growers' Stock Strawberries for Manufacture

GENERAL

51.4415 General.

GRADES

51.4416 U.S. No. 1.
51.4417 U.S. No. 2.
51.4418 U.S. No. 3.
51.4419 U.S. No. 4.

UNCLASSIFIED

51.4420 Unclassified.

DEFINITIONS

51.4421 Well colored.
51.4422 Soft.
51.4423 Dried.
51.4424 Undeveloped.
51.4425 Damage.
51.4426 Diameter.

Subpart—United States Standards for Grades of Washed and Sorted Strawberries for Freezing

GENERAL

51.4435 General.

GRADE

51.4436 U.S. No. 1.

UNCLASSIFIED

51.4437 Unclassified.

DEFINITIONS

51.4438 Properly washed.
51.4439 Well colored.
51.4440 Soft.
51.4441 Dried.
51.4442 Undeveloped.
51.4443 Damage.
51.4444 Diameter.

Subpart—United States Standards for Grades of Asparagus Plumosus

GRADES

51.4455 U.S. Fancy.
51.4456 U.S. No. 1.

Sec.
51.4457 U.S. Commercial.

SIZE

51.4458 Size.

DEFINITIONS

51.4459 Well trimmed.
51.4460 Mature.
51.4461 Well shaped.
51.4462 Fairly well shaped.
51.4463 Badly misshapen.
51.4464 Good green color.
51.4465 Damage.
51.4466 Serious damage.

Subpart—United States Standards for Grades of Cut Peonies in the Bud

GRADES

51.4475 U.S. No. 1.
51.4476 U.S. No. 2.

UNCLASSIFIED

51.4477 Unclassified.

APPLICATION OF TOLERANCES

51.4478 Application of tolerances.

STANDARDS FOR BUNCHING

51.4479 Standards for bunching.

DEFINITIONS

51.4480 Similar varietal characteristics.
51.4481 Fresh.
51.4482 Strong.
51.4483 Well trimmed.
51.4484 Fairly well trimmed.
51.4485 Stems.
51.4486 Fairly straight.
51.4487 Well shaped.
51.4488 Firm.
51.4489 Normally expanded.
51.4490 Overmature.
51.4491 Puff ball.
51.4492 Bull head or hard head.
51.4493 Wood head.
51.4494 Damage.
51.4495 Diameter.
51.4496 Serious damage.

Subpart—United States Standards for Grades of Tomato Plants

GRADE

51.4505 U.S. No. 1.

TOLERANCES

51.4506 Tolerances.

STANDARDS FOR BUNCHING

51.4507 Standards for bunching.

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STANDARDS FOR PACKING

51.4508 Standards for packing.

UNCLASSIFIED

51.4509 Unclassified.

DEFINITIONS

51.4510 Similar varietal characteristics.
51.4511 Fairly fresh.
51.4512 Strong.
51.4513 Unbroken.
51.4514 Fairly straight.
51.4515 Firm.
51.4516 Soft.
51.4517 Woody.
51.4518 Leafy.
51.4519 Normal color.
51.4520 Damage.
51.4521 Freezing.
51.4522 Heating.
51.4523 Diameter.
51.4524 The length of the stem.
51.4525 Length of the main tap root.

Subpart—United States Standards for Grades of Potatoes for Chipping

GRADES

51.4575 U.S. No. 1 Potatoes for Chipping.
51.4576 U.S. No. 2 Potatoes for Chipping.

SIZE

51.4577 Size.

OPTIONAL TESTS FOR SPECIFIC GRAVITY AND FRY COLOR

51.4578 Optional tests for specific gravity and fry color.

APPLICATION OF STANDARDS

51.4579 Application of standards.

SAMPLES FOR GRADE AND SIZE DETERMINATION

51.4580 Samples for grade and size determination.

DEFINITIONS

51.4581 Similar varietal characteristics.
51.4582 Firm.
51.4583 Fairly firm.
51.4584 Fairly clean.
51.4585 Seriously damaged by dirt.
51.4586 Fairly well shaped.
51.4587 Seriously misshapen.
51.4588 Soft rot or wet breakdown.
51.4589 Sprouts.
51.4590 Foreign or extraneous material.
51.4591 Damage.
51.4592 Serious damage.
51.4593 External defects.
51.4594 Internal defects.

Sec.

Subpart—United States Specifications for the Classification of Damaged or Repaired Packages of Fresh Fruits and Vegetables

51.6000 Introduction.
51.6001 Classification of packages.
51.6002 Good order containers.
51.6003 Bad order containers.
51.6004 Good order contents.
51.6005 Bad order contents.

AUTHORITY: Secs. 203, 205, 60 Stat. 1087, as amended, 1090 as amended; 7 U.S.C. 1622, 1624, unless otherwise noted.

EDITORIAL NOTE: For nomenclature changes to Part 51, see 42 FR 32514, June 27, 1977, and 46 FR 63203, Dec. 31, 1981.

Subpart—Regulations[1]

SOURCE: 32 FR 15066, Nov. 1, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

ADMINISTRATIVE

§ 51.1 Administration of regulations.

(a) The Administrator, Agricultural Marketing Service, U.S. Department of Agriculture, is charged with the administration of the regulations in this part, except at his discretion, he may delegate any or all such functions to any other officer or employee of the Agricultural Marketing Service of the Department.

(b) The conduct of all services and the hiring and licensing of inspection, grading and sampling personnel under these regulations shall be accomplished without discrimination as to race, color, religion, sex or national origin.

[39 FR 40937, Nov. 22, 1974. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

DEFINITIONS

§ 51.2 Terms defined.

Words in the regulations in this part in the singular form shall be deemed to import the plural, and vice versa, as the case may demand. For the purposes of the regulations in this part, unless the context otherwise requires, the following terms shall have the following meanings:

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[1] None of the requirements in the regulations of this subpart shall excuse failure to comply with any Federal, State, county, or municipal laws applicable to products covered in the regulations of this subpart.

(a) *Act.* "Act" means the applicable provisions of the Agricultural Marketing Act of 1946 (60 Stat. 1087 et seq.) as amended; (7 U.S.C. 1621 et seq.) or any other act of Congress conferring like authority.

(b) *Administrator.* "Administrator" means the Administrator of Agricultural Marketing Service.

(c) *Applicant.* "Applicant" means any interested party who has applied for inspection service under the regulations in this part.

(d) *Condition.* (1) "Condition" means the relative degree of soundness of a product which may affect its merchantability and includes those factors which are subject to change and may result from, but not necessarily limited to, age, improper handling, storage or lack of refrigeration.

(2) Examples of condition factors include maturity or stage of ripeness; state of freshness, such as crispness, tenderness, or toughness; wilting; shriveling or flabbiness; mechanical injuries resulting from improper handling after packing; progressive pathological, physiological, and virus diseases, including fungal and bacterial rots; and freezing damage which may occur in transit or storage; or any other factor which may occur, develop, or progress in the marketing channels.

(e) *Agricultural Marketing Service.* "Agricultural Marketing Service" means the Agricultural Marketing Service of the Department.

(f) *Department.* "Department" means the U.S. Department of Agriculture.

(g) *Federal-State Inspection Agency.* "Federal-State Inspection Agency" means any State agency, business association or trade organization, private firm, or other person or corporation with which the Department has entered into a cooperative agreement for inspection service.

(h) *Grade.* "Grade" means a class or rank of quality.

(i) *Inspector.* "Inspector" means any employee of the Department authorized by the Secretary or any other person licensed by the Secretary, to investigate, sample, inspect, and certify, in accordance with the regulations in this part, to any interested party the quality, quantity and/or condition of any fresh product covered in this part, and to perform related duties in connection with the inspection service.

(j) *Inspection service.* "Inspection service" means:

(1) The Service established and conducted under the regulations in this part for the determination and certification or other identification as to the grade, the quality and/or condition of fresh fruits or vegetables and related products including the condition of container.

(2) Performance by an inspector of any related services such as reporting the temperatures of loads or lots of fresh products.

(3) To observe conditions under which a product is being packed, to observe plant sanitation as a prerequisite to inspection of the packed product either on a continuous or periodic basis, or checkload the inspected product in connection with the marketing of the product.

(4) The issuance of inspection certificates or reports relating to paragraphs (j)(1), (2), and (3) of this section.

(k) *Interested party.* "Interested party" means any person who has a financial interest in the product for which inspection is requested.

(l) *Lot.* "Lot" means any number of containers which contain a product of the same kind located in the same conveyance, warehouse, packing house, or on the same dock or platform and which are available for inspection at the same time: *Provided,* That:

(1) Products which are different from each other as to grade, variety, size, condition, identification marks, or other factors may be deemed to be separate lots;

(2) If the applicant requests more than one inspection certificate covering different portions of the same lot, the quantity of the lot covered by each certificate shall be deemed to be a separate lot; and,

(3) If said product is packed in more than one size or type of container, each such size or type may be deemed to be a separate lot.

(m) *Person.* "Person" means any individual, partnership, association, business trust, corporation, any organized group of persons (whether incorporated or not), the United States (including, but not limited to, any corporate agencies thereof), and any State, county, or municipal government, any common carrier, and any authorized agent of any of the foregoing.

(n) *Packing plant.* "Packing plant" means the premises, buildings, structures, and equipment including but not limited to, machines, utensils, fixtures, employed or used with respect to preparation and packing the product.

(o) *Quality.* "Quality" means the combination of the inherent properties or attributes of a product which determines its relative degree of excellence.

(p) *Regulations.* "Regulations" means the regulations in this subpart.

(q) *Sample.* "Sample" means any number of sample units to be used for inspection.

(r) *Sample unit.* "Sample unit" means a container and/or its entire contents, a portion of the contents of a container or other unit of a commodity, or a composite mixture of a commodity to be used for inspection.

(s) *Sampling.* "Sampling" means the act of selecting samples of a commodity for the purpose of inspection under the regulations in this part.

(t) *Secretary.* "Secretary" means the Secretary of Agriculture of the United States or any officer or employee of the Agricultural Marketing Service to whom authority has heretofore been delegated, or to whom authority may hereafter be delegated, to act in his stead.

§ 51.3 Designation of official certificates, memoranda, marks, other identifications and devices for purposes of the Agricultural Marketing Act.

Subsection 203(h) of the Agricultural Marketing Act of 1946, as amended by Pub. L. 272, 84th Congress, provides criminal penalties for various specified offenses relating to official certificates, memoranda, marks or other identifications, and devices for making such marks or identifications, issued or authorized under section 203 of said act, and certain misrepresentations concerning the inspection or grading of agricultural products under said section. For the purpose of said subsection and the provisions in this part, the terms listed below shall have the respective meanings specified:

(a) *Inspection certificate.* "Inspection certificate" means any form of certification, either written or printed, used under this part to certify with respect to the inspection, identification, class, grade, quality, size, quantity, or condition of products (including the compliance of products with applicable specifications).

(b) *Official memorandum.* "Official memorandum" means any initial record of findings made by an authorized person in the process of grading, inspecting, or sampling pursuant to this part, any processing or plant-operation report made by an authorized person in connection with grading, inspecting, or sampling under this part, and any report made by an authorized person of services performed pursuant to this part.

(c) *Official mark.* "Official mark" means the grade mark, inspection mark, combined form of inspection and grade mark, and any other mark, or any variations in such marks, including those prescribed in § 51.49, approved by the Administrator and authorized to be affixed to any product, or affixed to or printed on the packaging material of any product, stating that the product was graded or inspected, or both, or indicating the appropriate U.S. grade or condition of the product, or for the purpose of maintaining the identity of products graded or inspected, or both, under this part.

(d) *Official identification.* "Official identification" means any United States (U.S.) standard designation of class, grade, quality, size, quantity, or condition specified in this part or any symbol, stamp, label or seal indicating that the product has been graded or inspected and/or indicating the class, grade, quality, size, quantity, or condition of the product approved by the

Administrator and authorized to be affixed to any product, or affixed to or printed on the packaging material of any product.

(e) *Official device.* "Official device" means a stamping appliance, branding device, stencil, printed label, or any other mechanically or manually operated tool that is approved by the Administrator for the purpose of applying any official mark or other identification to any product or the packaging material thereof; or any device approved and designated by the Administrator as a USDA official device for use as a color standard, defect guide, or other similar aid to interpret the U.S. Department of Agriculture grade standards and to facilitate conduct of the Inspection Service.

INSPECTION SERVICE

§ 51.4 Where inspection service is offered.

Products will be inspected at appropriate points indicated in paragraphs (a), (b), and (c) of this section whenever inspectors are available.

(a) *Shipping points.* Inspection service is available in all areas covered by cooperative agreements entered into on behalf of the Department with Cooperating Federal-State Inspection Agencies providing for this inspection work pursuant to authority contained in any Act of Congress, or may be provided in any other area which is not covered by a cooperative agreement if the Administrator determines that it is practicable to provide inspection service.

(b) *Destination markets.* Inspection is available in all central markets in which an inspection office is located.

(c) *Other destination points.* Inspection may be made at any point which may be conveniently reached from any terminal market in which an inspection office is located to the extent inspection personnel is available.

(d) *Addresses of offices.* Any prospective applicant may obtain an up-to-date list of inspection offices by addressing an inquiry to Fresh Products Standardization and Inspection Branch, Fruit and Vegetable Division, Agricultural Marketing Service, U.S. Department of Agriculture, Washington, D.C. 20250.

§ 51.5 Who may obtain inspection service.

An application for inspection service may be made by any interested party including, but not limited to, the United States and any instrumentality or agency thereof, any State, county, municipality, or common carrier, and any authorized agent in behalf of the foregoing.

§ 51.6 How to make application.

An application for inspection service may be filed in an office of inspection at any market referred to in § 51.4 (b), (c), or (d) or with any inspector. It may be made in writing, orally, by telegraph, or by telephone. If made orally or by telephone, the inspector may require that it be confirmed by applicant in writing or by telegraph. An application may be made for one or more lots, or it may be in the nature of a blanket application for inspection of all designated lots of a given commodity within a particular period, or for all designated lots loaded or received at a specified point.

§ 51.7 Form of application.

Each application for inspection service shall state (a) the name and address of the applicant and the name and capacity of the person, if any, making the application in his behalf; (b) the name and address of the shipper; (c) the kind and quantity of the products involved; (d) the interest of the applicant therein; (e) the identification of the products by (1) grade, brand, or other marks, if practicable, (2) car number of carrier or number of truck or name of boat, if practicable, and (3) the name and location of the store, warehouse, or other place where the products are located; (f) the particular quality or condition concerning which inspection is requested, to which may be added the time and place at which it is desired that the inspection be made; (g) when the lot is to be inspected in a receiving market, the name and address of the receiver; (h) the name of the shipping point and of the destination, when known; and (i) such other information as may be necessary for identification of the product, or as may be required by the inspector or the Administrator.

§ 51.8 Filing of application.

An application shall be regarded as filed only when made at the office of inspection nearest the place where the commodity is located. A record showing the date and time of filing shall be made and kept in such office.

§ 51.9 When application may be rejected.

An application may be rejected by the inspector in charge of the appropriate office of inspection if the applicant objects to the inspector cutting an adequate number of specimens to determine the interior quality or condition of the product to be inspected, or for failure of the applicant (a) to observe the regulations of this part, (b) to furnish necessary information or to make the commodity reasonably available or accessible for inspection, (c) to pay for previous inspection services rendered, or (d) when it appears that to perform the inspection and certification service would not be to the best interest of the Government. Such applicant shall be notified promptly of the reason for such rejection.

§ 51.10 When application may be withdrawn.

An application may be withdrawn by the applicant at any time before the inspection is performed: *Provided*, That the applicant shall pay any travel expenses, telephone, telegraph, or other expenses which have been incurred by the Inspection Service in connection with such application.

§ 51.11 Authority to request inspection.

Proof of the interest of an applicant in the product involved, or of the authority of any person applying for inspection in behalf of another may be required, at the discretion of the inspector.

§ 51.12 Accessibility of products.

The applicant shall cause the products for which inspection is requested to be made reasonably accessible for sampling or inspection and to be so placed as to disclose their quality or condition. Samples of the products drawn for examination shall be inspected only under such conditions as, in the opinion of the inspector, will permit a true and correct determination to be made of their quality or condition.

§ 51.13 Basis of service.

Inspection and certification service for quality and/or condition shall be based upon the appropriate standards promulgated by the U.S. Department of Agriculture, applicable standards prescribed by the laws of the State where the particular product was produced, specifications of any governmental agency, written buyer and seller contract specifications, or any written specification by an applicant which is approved by the Administrator: *Provided*, That if such product is regulated pursuant to the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 *et seq.*), or the comparable laws of any State, such inspection and certification shall be on the basis of the standards, if any, prescribed in, or pursuant to, the marketing order and/or agreement effective thereunder.

§ 51.14 Order of inspection service.

Inspection service shall be performed, insofar as practicable, in the order of which applications are received, except that precedence shall be given (a) to the inspection of lots involved in complaints filed pursuant to the Perishable Agricultural Commodities Act, 1930 (U.S.C. 449a et seq.), and (b) to appeal inspections. Precedence may also be given to applications made on behalf of the Federal or State Government.

§ 51.15 Financial interest of inspector.

No inspector shall inspect any product in which he is directly or indirectly financially interested.

§ 51.16 Postponing inspection service.

If the inspector has reason to believe that, because of latent defects due to climatic or other conditions, he is unable to determine the true quality or condition of the product, he shall postpone examination for such period as may, in his judgment, be reasonably necessary to enable him to determine its true quality or condition. Inspection shall also be postponed by the inspector, unless otherwise directed by the applicant, if in his judgment examination of the product when exposed to low temperatures may result in damage to the product.

§ 51.17 Official sampling.

Samples may be officially drawn by any duly authorized inspector and delivered, or shipped, for analysis and certification to the nearest designated market or to such market as shall be directed by the Administrator. The container in which such samples are delivered, or shipped, shall contain a statement, signed by the inspector who drew the samples, showing the time and place of the sampling and the brands or other identifying marks of the containers from which the samples were drawn. The certificate based on such samples shall show the time and place of drawing the samples, and the name of the inspector by whom they were drawn.

§ 51.18 Certificate forms.

Certificates shall be issued on forms approved by the Administrator.

§ 51.19 Issuance of certificates.

(a) A separate certificate shall be issued for each lot inspected, except that when an application covers more than one lot a single certificate may be issued to cover all such lots. The person signing and issuing the certificate shall be one of the following:

(1) The inspector who performed the inspection;

(2) Another employee of the Inspection Service who has been given power of attorney by the inspector and authorized by the Administrator to affix the inspector's signature to an inspection certificate;

(3) Another employee of the Inspection Service who has been authorized by the Administrator to act in a supervisory capacity:

Provided, That in all cases the inspection certificate shall be prepared in accordance with the official memoranda of the inspector or inspectors who performed the inspection: *And provided further,* That whenever a certificate issued is signed by a person given power of attorney by the inspector, that person's signature must appear along with the name of the inspector.

(b) When the inspection is made for the purpose of determining whether food products for use by the applicant comply with contract specifications therefor, a formal certificate need not be issued, but the fact of such compliance or noncompliance may be indicated by affixing an appropriate stamp or mark on such products or the containers thereof, at the discretion of the inspector.

[35 FR 13571, Aug. 26, 1970. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.20 Issuance of corrected certificates.

A corrected inspection certificate may be issued by the inspector who issued the original certificate after distribution of a certificate if errors, such as incorrect dates, grade statements, lot or car numbers, identification marks, types of containers, sizes, weights, quantities, or errors in any other pertinent information require the issuance of a corrected certificate. Whenever a corrected certificate is issued, such certificate shall supersede the inspection certificate which was issued in error and the superseded certificate shall become null and void after the issuance of the corrected certificate.

§ 51.21 Disposition of inspection certificates.

(a) The original certificate, and not to exceed four copies (if requested by applicant prior to issuance), shall be delivered or mailed promptly to the applicant or to a person designated by him. One copy shall be filed in the office of the inspector when the inspection is made by a Federal Government employee, otherwise, it shall be filed in the appropriate office of the cooperating Federal-State Inspection Agency. Unless otherwise directed by the Administrator, two copies of each official certificate issued on products received in destination markets shall be forwarded to the Administrator to be kept on file in Washington and no copies of official certificates issued at shipping point need be so forwarded.

In the case of any product covered by a marketing agreement and/or order effective pursuant to the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 *et seq.*), at least one copy of each certificate covering the inspection of such product shall, on request, be delivered to the administrative agency established thereunder, subject to such terms and conditions as the Administrator may prescribe. Copies may be furnished to other interested parties as outlined in § 51.41.

§ 51.22 Disposition of samples.

If it is necessary to take samples of the product to the inspection office for further examination, the inspector, after completion of inspection of such samples shall dispose of them or any usable portion as follows: (a) Ascertain from the applicant if the owner wants the samples returned to him at his expense, (b) if he does not want them returned at his expense, give them to a nonsectarian charitable organization or, (c) if they have a substantial monetary value, sell them and remit the proceeds to the Agricultural Marketing Service, U.S. Department of Agriculture, Washington, D.C. 20250, or if applicable, to the cooperating State Agency. Such proceeds shall be deposited to the credit of the Inspection Trust Fund, Federal or cooperating agency, whichever is applicable.

§ 51.23 Report of inspection results prior to issuance of formal report.

Upon request of an applicant, all or any part of the contents of a certificate covering an inspection requested by him may be telegraphed or telephoned to him, or to any person designated by him, at his expense. If the application for such information is received after the certificate has been issued, it will be considered as an application for an extra copy of the certificate, and the fees prescribed in § 51.41 shall apply.

APPEAL INSPECTION

§ 51.24 When appeal inspection may be requested.

An application for appeal inspection may be made by any financially interested person who is dissatisfied with the results of an inspection as stated in an inspection certificate, if the lot can be positively identified by the Inspection Service as the lot which was previously inspected.

§ 51.25 Where to file for an appeal inspection and information required.

An appeal inspection may be obtained by the applicant, or other person financially interested in the product, by filing a request (a) with the Inspection Office nearest the point where the product is located, or (b) with the inspector who made the original inspection, or (c) with any district supervisory inspection office, or (d) with the Administrator. The application for the appeal inspection shall state the reasons therefor, and shall be accompanied by a copy of any previous inspection certificate or inspection report, and any other information which the applicant received regarding the quality or condition of the product at the time of the original inspection. Such application may be made orally (in person or by telephone), in writing, or by telegraph. If made orally, written confirmation shall be made promptly.

§ 51.26 Record of filing time.

A record showing the date and time of filing an application for appeal inspection shall be made promptly by the receiving office.

§ 51.27 When appeal inspection may be refused.

An application for an appeal inspection may be refused if: (a) The reasons for the appeal inspection are frivolous or not substantial; (b) the quality or condition of the product has undergone a material change since the inspection covering the product on which the appeal inspection is requested; (c) the lot in question is not, or cannot be, made accessible for the inspection; (d) the lot relative to which appeal inspection is requested cannot be identified positively by the inspector as the lot which was previously inspected; or (e) there is noncompliance with the regulations in this part. Such an applicant shall be notified promptly of the reason for refusal.

§ 51.28 When an application for an appeal inspection may be withdrawn.

An application for appeal inspection may be withdrawn by the applicant at any time before the appeal inspection is performed: *Provided*, That the applicant shall pay any travel expenses, telephone, telegraph or other expenses which have been incurred by the Inspection Service in connection with such application.

§ 51.29 Order in which made.

Appeal inspections shall be made, as soon as practicable, following the time requested by the applicant and in the order in which applications are received. They shall take precedence over all other pending applications, except applications for inspections covering lots involved in complaints filed pursuant to the Perishable Agricultural Commodities Act, 1930 as amended (7 U.S.C. 499a *et seq.*).

§ 51.30 Who shall perform appeal inspections.

Appeal inspections shall be performed by an inspector or inspectors authorized for this purpose by the Administrator and whenever practical, such appeal inspections shall be made by two inspectors.

§ 51.31 Appeal inspection certificate.

After an appeal inspection has been completed, an appeal inspection certificate shall be issued showing the results of such appeal inspection; and such certificate shall supersede the inspection certificate previously issued for the product involved. Each appeal inspection certificate shall clearly identify the number and date of the inspection certificate which it supersedes. The superseded certificate shall become null and void upon the issuance of the appeal inspection certificate and shall no longer represent the quality described therein. The inspector or inspectors issuing an appeal inspection certificate shall sign the certificate and forward notice of such issuance to such persons as considered necessary to prevent misuse of the superseded certificate if the original and all copies of such superseded certificate have not previously been delivered to the inspector or inspectors issuing the appeal inspection certificate. The provisions in the regulations in this part concerning forms of certificates and issuance of certificates, shall apply to appeal inspection certificates, except that copies of such appeal inspection certificates shall be furnished all interested parties who receive copies of the superseded certificate.

LICENSING OF INSPECTORS

§ 51.32 Who may be licensed.

Persons who are employed by a cooperative Federal-State Inspection Agency and possess adequate qualifications, as determined by such examinations as the Administrator may consider to be appropriate, may be licensed as inspectors of products which may be inspected under the regulations in this part. Such license shall bear the printed signature of the Secretary and shall be countersigned by an authorized employee of the Department. A licensed inspector shall perform his duties pursuant to the regulations in this subpart as directed by the Administrator.

§ 51.33 Application to become a licensed inspector.

Application to become a licensed inspector shall be made to the Administrator on forms furnished for that purpose. Each such application shall be filled in and signed by the applicant in his own handwriting, and the application shall contain or be accompanied by:

(a) A statement of present address, age, height, and weight of the applicant;

(b) A statement showing education and present and previous occupations, together with names of all employers for whom he has worked with periods of service, during the last 5 years previous to the date of his application;

(c) A statement by the applicant that he agrees to comply with all terms and conditions of the regulations in this part relating to the duties of inspectors; and

(d) Such other information as may be required by the Administrator.

§ 51.34 Suspension or revocation of license of a licensed inspector.

Pending final action by the Secretary, the Administrator may, whenever he deems such action necessary, suspend the license of any licensed inspector issued pursuant to the regulations in this part by giving notice of such suspension to the respective licensee, accompanied by a statement of the reasons therefor. Within 10 days after the receipt of the aforesaid notice and statement of the reasons by such licensee, he may file an appeal, in writing, with the Secretary, supported by any argument or evidence that he may wish to offer as to why his license should not be suspended or revoked. After the expiration of the aforesaid 10-day period and consideration of such argument and evidence, the Secretary will take such action as he deems appropriate with respect to such suspension or revocation. When no appeal is filed within the prescribed 10 days, the license shall be automatically revoked.

§ 51.35 Surrender of license.

Upon termination of his services as a licensed inspector, or suspension or revocation of his license, a licensee shall surrender his license immediately to the office of inspection serving the area in which he is located. These same provisions shall apply in case of an expired license.

§ 51.36 Expiration and renewal of license.

An inspector's license issued pursuant to the regulations in this subpart shall expire on December 31 of each year in which it is issued. The license of an inspector may be renewed by the issuance of a new license and the renewal shall subject the inspector to the terms and conditions of the regulations of this subpart.

[37 FR 11313, June 7, 1972. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

SCHEDULE OF FEES AND CHARGES AT DESTINATION MARKETS

§ 51.37 Amount of fees, rates, and charges.

For each lot of products inspected, a fee and expenses, determined in accordance with §§ 51.38 to 51.40 shall be paid by the applicant.

§ 51.38 Basis for charges.[3]

(a) The fee for each lot of products inspected by an inspector acting exclusively for the Department, except for peanuts, pecans, or other nuts, shall be on the following basis.

(1) Quality and condition inspections:

(i) $42 for each over one-half carlot equivalent of an individual product up to a full carlot.

(ii) $35 for each half-carlot equivalent or less of an individual product.

(iii) $84 maximum for inspection of each carlot equivalent when more than one kind of product is involved.

(2) Condition inspection only:

(i) $35 for each over one-half carlot equivalent of an individual product up to a full carlot.

(ii) $33 for each half-carlot equivalent or less of an individual product.

(iii) $70 maximum for inspection of each carlot equivalent when more than one kind of product is involved.

(b) The base fee for peanuts (shelled), pecans, or other nuts shall be $1.20 per ton: *Provided,* That the minimum fee shall be $20 per lot, the different grades and varieties of peanuts shall be considered separate lots, and the fee for Farmers' Stock peanuts (unshelled) shall be $3.50 per ton.

(c) When inspections are made and the products inspected cannot be readily calculated in terms of carlots, or when the services rendered are such that a charge on the carlot or other unit basis would be inadequate or inequitable, charges for inspections may be based on the time consumed by the inspector in connection with such inspections, computed at the rate of $21.00 per hour.

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[3] Carlot equivalent shall be based on the customary quantity of a product loaded in common rail cars.

(d) Notwithstanding the fee rates prescribed in the preceding paragraphs, fee and charges for the inspection of small lots where detailed reports of inspections are not normally required,[4] the following rates may be applied:

1 to 25 packages inclusive	$5.50
26 to 50 packages inclusive	7.75
51 to 150 packages inclusive	11.00
151 to ½ customary carlot equivalent	15.50

(e) Whenever inspections are performed at the request of the applicant during periods which are outside the inspector's regular scheduled work week, a charge for overtime or holiday work shall be made at the rate of $10.60 per hour or portion thereof in addition to the regular commercial lot or hourly fees specified in this subpart. Holidays are those specified in Title 5 U.S.C., section 6103(a).

[47 FR 43661, Oct. 4, 1982]

§ 51.39 Fees for appeal inspections.

The fee to be charged for appeal inspections on all products shall be at the same rate as those set forth in this part except that when it is found that there was a material error in the determination based upon the original inspection, no fee will be charged, and except that appeal inspection for Government agencies shall be on the hourly basis prescribed in this part, plus traveling and other expenses authorized to be charged by the provisions in this part.

§ 51.40 Traveling and other expenses.

Costs including travel incurred by the Agricultural Marketing Service in providing inspection service or costs in appeal inspections requiring a second inspector may be charged to the applicant. These charges shall be included with the fee for inspection on the bill furnished the applicant.

[40 FR 47752, Oct. 10, 1975. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.41 Fees for additional copies of inspection certificates.

Additional copies of any inspection certificate other than those provided for in § 51.21, may be supplied to any interested party upon payment of a fee of $2.25 for each set of five, or less, copies.

§ 51.42 Charges for inspection services on a contract basis.

Irrespective of fees and charges prescribed in the foregoing sections, the Administrator may enter into contracts with applicants to perform inspection services pursuant to the regulations in this part and other requirements as prescribed by the Administrator in such contract, and the charges for such inspection services provided for in such contracts shall be on such basis as will reimburse the Agricultural Marketing Service of the Department for the full cost of conducting such inspection service, including an appropriate overhead charge to cover as nearly as practicable administrative overhead expenses, as may be determined by the Administrator.

§ 51.43 How fees shall be paid.

Fees shall be paid by the applicant in accordance with the directions on the fee bill furnished him by the billing office, and in advance, if required by the inspector.

§ 51.44 Disposition of fees.

(a) The fees collected for services rendered shall be disposed of as follows:

(1) Fees for inspections made by inspectors acting exclusively for the Agricultural Marketing Service shall be remitted promptly to the Agricultural Marketing Service.

(2) Fees for inspections made by an inspector acting under a cooperative agreement with a State or other organization shall be disposed of in accordance with the terms of such agreement. Such portion of the fees collected under a cooperative agreement with a State or other cooperating bodies as

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[4] For example, the inspection of small lots for export to Canada or delivery to private and public institutions.

may be due the United States shall be remitted to the Agricultural Marketing Service.

(b) Fees and charges collected pursuant to §§ 51.40 to 51.41 shall be remitted to the Agricultural Marketing Service.

(c) Fees and charges collected pursuant to § 51.42 shall be disposed of in accordance with the terms of the contract.

SCHEDULE OF FEES AND CHARGES AT SHIPPING POINT AREAS

§ 51.45 Fees and charges at shipping point areas.

Fees for inspection performed under cooperative agreements pursuant to authority contained in any Act of Congress shall be those provided by such agreements.

MISCELLANEOUS

§ 51.46 Denial of inspection service.

Any or all benefits of the act may be denied any person for any of the following reasons: (a) Any willful misrepresentation or deceptive or fraudulent practice made or committed by any person in connection with the making or filing of an application for inspection service; (b) any fradulent or unauthorized use, alteration, or imitation of any certificate issued pursuant to the regulations in this subpart; (c) any interference with or obstruction of any inspector or official sampler in the performance of his duties, by intimidation, threat, assault or any other improper means; or (d) any willful violation of the regulations in this subpart may be deemed sufficient cause for debarring the person found guilty thereof from any or all benefits of the acts, after notice and opportunity for hearing has been accorded him. The rules of practice governing withdrawal of Inspection and Grading Services, Part 50 of this chapter, shall govern the proceedings pursuant to this section.

§ 51.47 Political activity.

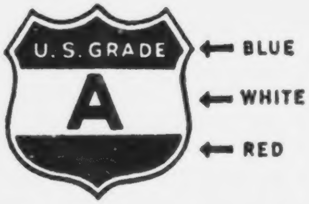
All inspectors are forbidden, during the period of their respective appointments or while holding a valid inspectors' license to take an active part in political campaigns and a violation by a licensee shall constitute grounds for revocation of his license. All Federal employees are subject to the applicable provisions of the Department's administrative regulations relating to political activity.

§ 51.48 Inspector's identification.

Each inspector shall have in his possession at all times, and present upon request, while on duty, the means of identification furnished by the Department to such person.

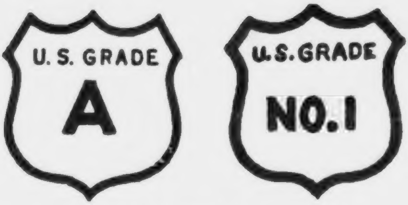
§ 51.49 Approved identifications.

(a) *Grade marks.* The approved shield mark with the appropriate U.S. grade designation may be used on containers, labels or otherwise indicated on the package when: (1) The product has been packed under continuous inspection as provided by the Inspection Service, (2) the plant in which the product is packed is maintained under good commercial sanitary practices, and (3) the product has been certified by an inspector as meeting the requirements of U.S. Grade A, U.S. Grade No. 1, or a higher U.S. grade as shown within the shield. The shields with approved grade designation for use shall be similar in form and design to the examples in figures 1 and 2 of this section.



Shield using red, white and blue background

Figure 1



Shields with plain background.

Figure 2.

(b) *Inspection legends.* The approved continuous inspection legends may be used on containers, labels or otherwise indicated on the package when: (1) The product has been packed under continuous inspection provided by the Inspection Service, (2) the plant in which the product is packed is maintained under good commercial sanitary practices, and (3) the product meets the requirements of such quality, grade, or specification as may be approved by the Administrator. The continuous inspection legends approved for use shall be similar in form and design to the examples in figures 3 and 4.

PACKED UNDER
CONTINUOUS
INSPECTION
OF THE
U. S. DEPT. OF
AGRICULTURE

Figure 3.

PACKED BY

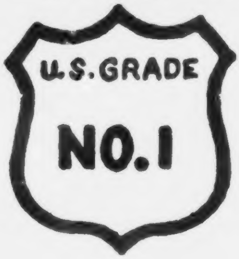
- -

- -

UNDER CONTINUOUS
FEDERAL-STATE
INSPECTION

Figure 4.

(c) *Combined grade and inspection legends.* The grade marks set forth in paragraph (a) of this section and illustrated by figures 1 and 2 of this section and the inspection legends set forth in paragraph (b) of this section and illustrated by figures 3 and 4 of paragraph (b) of this section may be combined into a consolidated grade and inspection legend for use on products which meet the requirements of both of these paragraphs. See figure 5.



PACKED BY

- -

- -

UNDER CONTINUOUS
FEDERAL-STATE
INSPECTION

Figure 5.

(d) *Packer identification.* The packer's name and address or assigned code number or other mark identifying the packer as may be approved by the Administrator, shall appear on any container bearing grade marks or inspection legends approved under paragraph (a), (b), or (c) of this section, as illustrated by the example in figure 6.

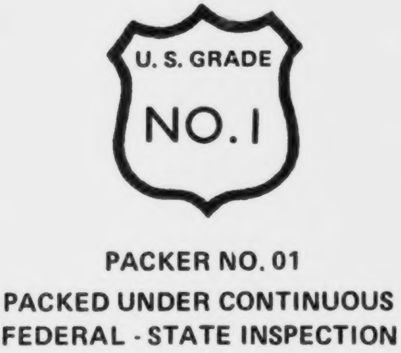


Figure 6.

(e) *Other identification marks.* Products may be inspected on a lot inspection basis as provided in this part and identified by an official inspection mark similar in form and design to figure 7 of this paragraph. The use of this mark or other comparable identification marks may be required by the Administrator whenever he determines that such identification is necessary in order to maintain the identity of lots which have been inspected and certified.

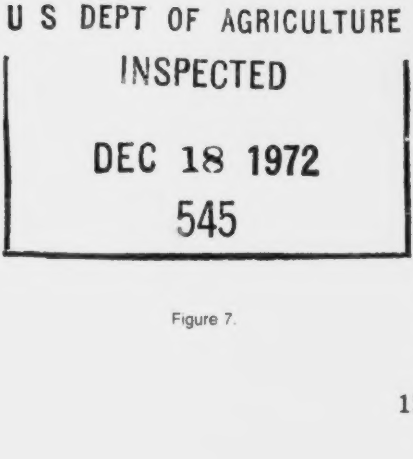


Figure 7.

[38 FR 7448, Mar. 22, 1973. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.50 Custody of official inspection marking devices.

All official inspection marking devices as shown in figure 6 of § 51.49 shall be kept in the custody of the Agricultural Marketing Service and accurate records shall be kept of these devices. Each inspection office shall keep a record of the devices assigned to it. Such devices shall be distributed only to authorized employees of the Department who shall keep the devices in their official possession or control at all times and keep complete records of such devices.

§ 51.51 Prohibited uses of approved identification.

No label or advertising material used on or in conjunction with any product, shall bear a brand name, trademark, product name or any other descriptive material that incorporates, resembles, simulates, or alludes to any official U.S. Department of Agriculture grade mark, grade statement, continuous inspection legend, sampling mark or sampling statement, or combination of one or more thereof.

§ 51.52 Licensing and identification of certain official devices.

The Administrator may issue licenses permitting the manufacture, identification, distribution, and sale of any official device designated as a USDA color standard, defect guide or other similar aid under such terms and conditions as may be specified by the Administrator. Licenses shall be available to all persons meeting conditions prescribed by the Administrator, shall be nonexclusive, and shall be revocable for cause. No person shall manufacture, identify, distribute or sell any such official device except at the direction of or under license from the Administrator. Such official devices may be marked, tagged or otherwise designated with the prefix "USDA" together with other identifying words or symbols, as prescribed by the license.

REQUIREMENTS FOR PLANTS OPERATING UNDER CONTINUOUS INSPECTION ON A CONTRACT BASIS

§ 51.53 Continuous inspections.

Continuous inspection service which is associated with the use of the approved shield showing the U.S. grade, the approved continuous inspection legend, or both, on the container may be furnished whenever inspectors are available, the facilities and conditions are satisfactory for the conduct of the service, and there is a signed contract between the applicant and the Department or a cooperative Federal-State Inspection Agency in which it is agreed that such service will be conducted subject to regulations governing the inspection and certification of fresh fruits, vegetables, and other products, contained in this part and any additional and supplemental instructions issued by the Department or such instructions issued by a cooperating agency which are not inconsistent with those issued by the Department.

§ 51.54 Plant survey.

Prior to the inauguration of continuous Federal or Federal-State Inspection Service on a contract basis, the Administrator will make or cause to be made a survey and inspection where such service is to be performed to determine whether the premises, plant and facilities are suitable and adequate for the performance of such service in accordance with the regulations in this part, including, but not limited to requirements contained in §§ 51.54 through 51.59.

§ 51.55 Premises.

The premises shall be free from conditions objectionable to packing operations, including, but not limited to litter, waste and refuse within the immediate vicinity of the plant buildings, excessively dusty roads, yards or parking lots, and poorly drained areas.

§ 51.56 Buildings and structures.

The packing plant buildings shall be properly constructed and maintained in a sanitary condition, including, but not limited to the following requirements:

(a) There shall be sufficient light consistent with the use to which the particular portion of the building is devoted and to permit efficient cleaning. The grading belts and bins shall be provided with sufficient proper nonglaring light to insure adequacy of grading and inspection operations;

(b) If the product is washed there shall be ample supply of water of a safe and sanitary quality with adequate facilities for its distribution throughout the plant and washing machinery;

(c) There shall also be an efficient waste disposal and plumbing system maintained in good repair;

(d) Each room in which the product is graded or stored shall be designed and constructed as to insure operating conditions of a clean and orderly character and shall be maintained in a clean and sanitary manner; and,

(e) Every practical precaution shall be taken to exclude dogs, cats, rodents and other vermin from the rooms in which the products are to be graded or stored.

§ 51.57 Facilities.

Each packing plant shall be equipped with adequate sanitary facilities and accommodations, including but not being limited to the following:

(a) There shall be a sufficient number of adequately lighted toilet rooms, ample in size and conveniently located. Toilet rooms shall be adequately screened and equipped with self-closing doors, and shall have independent outside ventilation;

(b) Adequate lavatory accommodations and supplies shall be placed at such locations in or near toilet rooms as to insure the cleanliness of each person who grades or handles the product to be inspected; and

(c) Suitable facilities for cleaning shall be provided at convenient locations in the plant.

§ 51.58 Equipment.

All equipment used for receiving, washing, grading, packaging or storing shall be of such design, material and construction that it may be kept clean.

§ 51.59 Operations and operating procedures.

(a) The inspector shall refuse to permit the use of the official shield with grade mark or continuous inspection legend on packages if the produce is from a field or orchard having a disease or other condition which may not be apparent on individual specimens at packing time but which may cause the product to materially decrease in quality after packing.

(b) All products which are certified shall be subjected to continuous inspection throughout the packing operations.

(c) The inspectors are available for consultation purposes but shall not become involved in plant operations.

(d) The Inspection Service will not be responsible for damages occurring through any act of commission or omission on the part of its inspectors when engaged in rendering continuous inspection service; for packing errors or misbranding of products; or for failure to supply enough inspectors during any period of service provided under the contract.

(e) The applicant for continuous inspection shall:

(1) Conform to all applicable regulations under which the continuous inspection service is conducted.

(2) Use only raw material which has been handled or stored under conditions which insures its suitability for packing; maintain the plant designated herein in such sanitary condition and to employ such methods of handling raw materials for packing as may be necessary to conform to the sanitary requirements prescribed in this part.

(3) Not permit any of his marks or labels or buyers' and distributors' marks or labels applied by him on which reference is made to continuous inspection to be used on any product not packed under this continuous inspection service; or permit any of his marks or labels or buyers' and distributors' marks or labels applied by him on which reference is made to any U.S. Grade to be used on any product which does not meet the requirements of such grade; or to supply labels bearing reference to continuous inspection service to another plant unless the products to which such labels are to be applied have been packed under continuous inspection.

(4) Furnish any reports of packaging and output of products inspected, as may be requested by the inspection agencies.

(5) Make available to inspectors adequate office space in the designated plant and furnish suitable desks and office equipment for the proper care of inspection records.

(6) Make his laboratory or other facilities and necessary equipment available for the use of inspectors in making inspection of samples.

(7) Furnish if required, such stenographic and clerical assistance as may be necessary in the typing of certificates and reports and the handling of official correspondence, as well as the labor incident to drawing of samples and facilitating adequate inspection procedure when necessary.

(8) Submit to the Chief of the Fresh Products Standardization and Inspection Branch, Fruit and Vegetable Division, Agricultural Marketing Service, for approval prior to printing, drawings or printers' proofs of each packer's or distributor's label bearing or referring in any manner to official inspection legends or grade marks.

(9) Not make deceptive, fraudulent, or unauthorized use in his advertising, or otherwise, of the continuous inspection service, the inspection certificates or reports issued, or the containers on which the shield of the Department is identified, in connection with the sale of any of the packaged products; and to submit to the Agricultural Marketing Service through the inspector assigned to the plant or other representative of the Inspection Service, for approval to use any proposed advertising in which reference is made to the Inspection Service.

[32 FR 15066, Nov. 1, 1967, as amended at 38 FR 7448, Mar. 22, 1973. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.60 Termination of contracts.

In case the applicant wishes to terminate the contract he agrees either to continue the service until all unused containers, labels and advertising material on hand or in the possession of his supplier bearing the Department shield, or reference to continuous inspection service have been used, or to destroy such containers, labels and advertising material, or to obliterate the Department shield and all other reference to the continuous inspection service on said containers, labels, and advertising material, or otherwise furnish assurance satisfactory to the Agricultural Marketing Service that such containers, labels and advertising material will not be used in violation of the terms and conditions of this agreement. In case the continuous inspection service is terminated for cause by the Agricultural Marketing Service, the applicant agrees to destroy all unused containers, labels and advertising material on hand bearing the Department shield, or reference to continuous inspection service, or to obliterate the Department shield, and all reference to the continuous inspection service on said containers, labels and advertising material or otherwise furnish assurance satisfactory to the Agricultural Marketing Service that such containers, labels and advertising material will not be used in violation of the terms and conditions of the agreement.

§ 51.61 Congressional interest in contracts.

No member of, or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of any contract provided for in the regulations in this subpart or to any benefit that may arise therefrom, but this provision shall not be construed to extend to such contract if made with a corporation for its general benefit, and shall not extend to any benefits that may accrue from the contract to a member of, or delegate to Congress, or a Resident Commissioner in his capacity as a farmer.

§ 51.62 OMB control numbers assigned pursuant to the Paperwork Reduction Act.

The information collection requirements contained in this part have been approved by the Office of Management and Budget (OMB) under the provisions of 44 U.S.C. Chapter 35 and have been assigned OMB Control No. 0581-0125.

(44 U.S.C. Chap. 35)

[49 FR 23826, June 8, 1984]

Subpart—United States Standards for Grades of Fresh Fruits, Vegetables, Nuts and Other Special Products

UNIFORM GRADE NOMENCLATURE

§ 51.100 Uniform grade nomenclature.

When new U.S. standards for grades for fresh fruits, vegetables, nuts and other special products, except for raw products for processing, are issued, or when existing grade standards are revised or amended, the following grade nomenclature shall be used:

Grade name	Definition
U.S. Fancy	Premium quality; covers only the top quality range produced.
U.S. No. 1	The chief trading grade; represents good average quality that is practical to pack under commercial conditions; covers the bulk of the quality range produced.
U.S. No. 2	Intermediate quality between U.S. No. 1 and U.S. No. 3; noticeably superior to U.S. No. 3.
U.S. No. 3	The lowest merchantable quality practical to pack under normal conditions.

[41 FR 21336, May 25, 1976; 41 FR 26674, June 29, 1976. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

Subpart—United States Standards for Grades of Apples [1]

SOURCE: 29 FR 10573, July 30, 1964, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

GRADES

§ 51.300 U.S. Extra Fancy.

"U.S. Extra Fancy" consists of apples of one variety which are mature but not overripe, carefully hand-picked, clean, fairly well formed; free from decay, internal browning, internal breakdown, scald, scab, bitter pit, Jonathan spot, freezing injury, visible water core, and broken skins and bruises except those which are slight and incident to proper handling and packing. The apples are also free from injury caused by smooth net-like russeting, sunburn or sprayburn, limb rubs, hail, drought spots, scars, disease, insects, or other means; and free from damage by smooth solid, slightly rough or rough russeting, or stem or calyx cracks, and free from damage by invisible water core after January 31st of the year following the year of production. Each apple of this grade has the amount of color specified in § 51.305 for the variety. (See §§ 51.305 and 51.307.)

§ 51.301 U.S. Fancy.

"U.S. Fancy" consists of apples of one variety which are mature but not overripe, carefully hand-picked, clean, fairly well formed; free from decay, internal browning, internal breakdown, bitter pit, Jonathan spot, scald, freezing injury, visible water core, and broken skins and bruises except those which are incident to proper handling and packing. The apples are also free from damage caused by russeting, sunburn or sprayburn, limb rubs, hail, drought spots, scars, stem or calyx cracks, disease, insects, invisible water core after January 31st of the year following the year of production, or damage by other means. Each apple of this grade has the amount of color specified in § 51.305 for the variety. (See §§ 51.305 and 51.307.)

§ 51.302 U.S. No. 1.

The requirements of this grade are the same as for U.S. Fancy except for color, russeting, and invisible water core. In this grade less color is required for all varieties with the exception of the yellow and green varieties other than Golden Delicious. Apples of this grade are free from excessive damage caused by russeting which means that apples meet the russeting requirements for U.S. Fancy as defined under the definitions of "damage by russeting", except the aggregate area of an apple which may be covered by smooth net-like russeting shall not exceed 25 percent; and the aggregate area of an apple which may be covered by smooth solid russeting shall not exceed 10 percent: *Provided*, That in the case of the Yellow Newtown or similar varieties the aggregate area of an apple which may be covered with smooth solid russeting shall not exceed 20 percent. Each apple of this grade has the amount of color specified in § 51.305 for the variety. There is no requirement in this grade pertaining to invisible water core. (See §§ 51.305 and 51.307.)

(a) *U.S. No. 1 Early.* "U.S. No. 1 Early" consists of apples which meet the requirements of U.S. No. 1 grade except as to color and maturity, and meet a minimum size requirement. Apples of this grade have no color requirements, need not be mature, and are not less than 2 inches in diameter. This grade is provided for varieties such as Duchess, Gravenstein, Red June, Twenty Ounce, Wealthy, Williams, Yellow Transparent, and Lodi, or other varieties which are normally marketed during the summer months. (See § 51.307.)

(b) *U.S. No. 1 Hail.* "U.S. No. 1 Hail" consists of apples which meet the requirements of U.S. No. 1 grade except that hail marks where the skin has not been broken, and well healed hail marks where the skin has been broken, are permitted: *Provided*, The apples are fairly well formed. (See §§ 51.305 and 51.307.)

§ 51.303 U.S. Utility.

"U.S. Utility" consists of apples of one variety which are mature but not overripe, carefully hand-picked, not seriously deformed; free from decay, internal browning, internal breakdown, scald, and freezing injury. The apples are also free from serious damage caused by dirt or other foreign matter, broken skins, bruises, russeting, sunburn or sprayburn, limb rubs, hail, drought spots, scars, stem or calyx cracks, visible water core, disease, insects, or other means. (See § 51.307.)

§ 51.304 Combination grades.

(a) Combinations of the above grades may be used as follows:

(1) Combination U.S. Extra Fancy and U.S. Fancy;

(2) Combination U.S. Fancy and U.S. No. 1;

(3) Combination U.S. No. 1 and U.S. Utility.

(b) Combinations other than these are not permitted in connection with the U.S. apple grades. When Combination grades are packed, at least 50 percent of the apples in any lot shall meet the requirements of the higher grade in the combination. (See § 51.307.)

COLOR REQUIREMENTS

§ 51.305 Color requirements.

TABLE I—COLOR REQUIREMENTS FOR SPECIFIED U.S. GRADES OF APPLES BY VARIETY

Variety	U.S. extra fancy (percent)	U.S. fancy (percent)	U.S. No. 1 (percent)
Solid Red:			
Black Ben	66	40	25
Gano	66	40	25
Winesap	66	40	25
Other similar varieties [1]	66	40	25
Red Sport varieties [2]	66	40	25
Striped or partially red:			
Jonathan	66	33	25
McIntosh	50	33	25
Cortland	50	33	25
Other similar varieties [3]	50	33	25
Rome Beauty	50	33	15
Stayman	50	33	15
York Imperial	50	33	15
Baldwin	50	25	15
Ben Davis	50	25	15
Delicious	50	25	15
Mammoth Black Twig	50	25	15
Turley	50	25	15
Wagener	50	25	15
Wealthy	50	25	15
Willow Twig	50	25	15
Northern Spy	50	25	15
Other similar varieties [4]	50	25	15
Hubbardston	50	15	10
Stark	50	15	10
Other similar varieties	50	15	10
Red June	50	15	(5)
Red Gravenstein	50	15	(5)
Williams	50	15	(5)
Other similar varieties	50	15	(5)
Gravenstein	25	10	(5)
Duchess	25	10	(5)
Other similar varieties [6]	25	10	(5)
Red cheeked or blushed:			
Maiden Blush	(7)	(5)	(8)
Twenty Ounce	(7)	(5)	(8)
Winter Banana	(7)	(5)	(8)
Other similar varieties	(7)	(5)	(8)
Green varieties	(9)	(9)	(9)
Yellow varieties	(9)	(9)	(9)
Golden Delicious	(10)	(10)	(9)

[1] Arkansas Black, Beacon, Detroit Red, Esopus Spitzenburg, King David, Lowry, Minjon.

[2] When Red Sport varieties are specified as such they shall meet the color requirements specified for Red Sport varieties.

[3] Haralson, Kendall, Macoun, Snow (Fameuse).

[4] Bonum, Early McIntosh, Limbertwig, Milton, Nero, Paragon, Melba.

[5] Tinge of color.

[6] Red Astrachan, Smokehouse, Summer Rambo, Dudley.

[7] Blush Cheek.

[8] None.

[9] Characteristic ground color.

[10] 75 percent or more of the surface of the apple shall show white or light green predominating over the green color.

In addition to the requirement specified for the grades set forth in §§ 51.300 to 51.304 apples of these grades shall have the percentage of color specified for the variety in Table I appearing in this section. For the solid red varieties the percentage stated refers to the area of the surface which must be covered with a good shade of solid red characteristic of the variety: *Provided,* That an apple having color of a lighter shade of solid red or striped red than that considered as a good shade of red characteristic of the variety may be admitted to a grade, provided it has sufficient additional area covered so that the apple has as good an appearance as one with the minimum percentage of good red characteristic of the variety required for the grade. For the striped red varieties the percentage stated refers to the area of the surface in which the stripes of a good shade of red characteristic of the variety shall predominate over stripes of lighter red, green, or yellow. However, an apple having color of a lighter shade than that considered as a good shade of red characteristic of the variety may be admitted to a grade, provided it has sufficient additional area covered so that the apple has as good an appearance as one with the minimum percentage of stripes of a good red characteristic of the variety required for the grade. Faded brown stripes shall not be considered as color except in the case of the Gray Baldwin variety.

(a) Color standards USDA Visual Aid APL-L-1 (including plates (A), (B), (C), (D), (E), and (F)) consist of a folder containing the color requirements for apples set forth in this section and five plates illustrating minimum good shade of solid red or striped red color, minimum compensating color and a shade not considered color, for Red Delicious, Winesap, Delicious, McIntosh, and Jonathan varieties, and one plate illustrating minimum white or light green color and characteristic color for the Golden Delicious variety. These color standards may be examined in the Fruit and Vegetable Division, AMS, U.S. Department of Agriculture, South Building, Washington, D.C. 20250; in any field office of the Fresh Fruit and Vegetable Inspection Service; or upon request of any authorized inspector of such Service. Duplicates of the color standards may be purchased from the John Henry Co., Post Office Box 1410, Lansing, MI 48904.

[29 FR 10573, July 30, 1964, as amended at 37 FR 14381, July 20, 1972. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

UNCLASSIFIED

§ 51.306 Unclassified.

"Unclassified" consists of apples which have not been classified in conformity with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

TOLERANCES

§ 51.307 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades the following tolerances are provided as specified:

(a) *Defects*—(1) *U.S. Extra Fancy, U.S. Fancy, U.S. No. 1, U.S. No. 1 Early and U.S. No. 1 Hail grades.* 10 percent of the apples in any lot may fail to meet the requirements of the grade, but not more than one-half of this amount, or 5 percent, shall be allowed for apples which are seriously damaged, including therein not more than 1 percent for apples affected by decay or internal breakdown.

(2) *U.S. Utility grade.* 10 percent of the apples in any lot may fail to meet the requirements of the grade, but not more than one-half of this amount, or 5 percent, shall be allowed for apples which are seriously damaged by insects, and including in the total tolerance not more than 1 percent for apples affected by decay or internal breakdown.

(b) When applying the foregoing tolerances to Combination grades no part of any tolerance shall be allowed to reduce, for the lot as a whole, the 50 percent of apples of the higher grade required in the combination but individual containers shall have not less than 40 percent of the higher grade.

(c) *Size.* When size is designated by the numerical count for a container, not more than 5 percent of the apples in the lot may vary more than ¼ inch in diameter. When size is designated by minimum or maximum diameter, not more than 5 percent of the apples in any lot may be smaller than the designated minimum and not more than 10 percent may be larger than the designated maximum.

APPLICATION OF TOLERANCES

§ 51.308 Application of tolerances.

The contents of individual packages in the lot, are subject to the following limitations: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade:

(a) Packages which contain more than 10 pounds.

(1) Shall have not more than one and one-half times a specified tolerance of 10 percent or more and not more than double a tolerance of less than 10 percent, except that at least one apple which is seriously damaged by insects or affected by decay or in-

ternal breakdown may be permitted in any package.

(b) Packages which contain 10 pounds or less:

(1) Not over 10 percent of the packages may have more than three times the tolerance specified, except that at least one defective apple may be permitted in any package: *Provided,* That not more than one apple or more than 6 percent (whichever is the larger amount) may be seriously damaged by insects or affected by decay or internal breakdown.

CALCULATION OF PERCENTAGES

§ 51.309 Calculation of percentages.

(a) When the numerical count is marked on the container, percentages shall be calculated on the basis of count.

(b) When the minimum diameter or minimum and maximum diameters are marked on a container or when the apples are jumbled in a container or in bulk, percentages shall be calculated on the basis of weight or an equivalent basis.

[41 FR 11312, Mar. 18, 1976. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

CONDITION AFTER STORAGE OR TRANSIT

§ 51.310 Condition after storage or transit.

(a) Decay, scald or any other deterioration which may have developed on apples after they have been in storage or transit shall be considered as affecting condition and not the grade.

PACKING REQUIREMENTS

§ 51.311 Packing requirements.

(a) Apples tray packed or cell packed in cartons shall be arranged according to approved and recognized methods. Packs shall be at least fairly tight[1] or fairly well filled.[2]

(b) Closed cartons containing apples not tray or cell packed shall be fairly well filled[2] or the pack shall be sufficiently tight to prevent any appreciable movement of the apples.

(c) Packs in wooden boxes or baskets shall be sufficiently tight to prevent any appreciable movement of apples within containers when the packages are closed. Each wrapped apple shall be completely enclosed by its individual wrapper.

(d) Apples on the shown face of any container shall be reasonably representative in size, color and quality of the contents.

(e) *Tolerances.* In order to allow for variations incident to proper packing, not more than 10 percent of the containers in any lot may fail to meet these requirements.

MARKING REQUIREMENTS

§ 51.312 Marking requirements.

The numerical count or the minimum diameter of the apples packed in a closed container shall be indicated on the container.

(a) When the numerical count is not shown, the minimum diameter shall be plainly stamped, stenciled or otherwise marked on the container in terms of whole inches, or whole inches and not less than eighth inch fractions thereof.

(b) The word "minimum", or its abbreviation, when following a diameter size marking, means that the apples are of the size marked or larger. (See §§ 51.307 [illegible]08.)

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[1] "Fairly tight" means that apples are of the proper size for molds or cell compartments in which they are packed, and that molds or cells are filled in such a way that no more than slight movement of apples within molds or cells is possible. The top layer of apples, or any pad or space filler over the top layer of apples shall be not more than ¾ inch below the top edge of the carton.

[2] "Fairly well filled" means that the net weight of apples in containers ranging from 2,100 to 2,900 cubic inch capacity is not less than 37 pounds for Cortland, Gravenstein, Jonathan, McIntosh and Golden Delicious varieties and not less than 40 pounds for all other varieties.

[31 FR 1[illegible] Aug. 24, 1966. Redesignated at 42 FR [illegible] June 27, 1977, and at 46 FR 63203, Dec. [illegible] 1981]

DEFINITIONS

§ 51.313 Mature.

"Mature" means that the apples have reached the stage of development which will insure the proper completion of the ripening process. Before a mature apple becomes overripe it will show varying degrees of firmness, depending upon the stage of the ripening process. The following terms are used for describing different stages of firmness of apples:

(a) "Hard" means apples with a tenacious flesh and starchy flavor.

(b) "Firm" means apples with a tenacious flesh but which are becoming crisp with a slightly starchy flavor, except the Delicious variety.

(c) "Firm ripe" means apples with crisp flesh except that the flesh of the Gano, Ben Davis, and Rome Beauty varieties may be slightly mealy.

(d) "Ripe" means apples with mealy flesh and soon to become soft for the variety.

§ 51.314 Overripe.

"Overripe" means apples which are dead ripe, with flesh very mealy or soft, and past commercial utility.

§ 51.315 Carefully hand-picked.

"Carefully hand-picked" means that the apples do not show evidence of rough handling or of having been on the ground.

§ 51.316 Clean.

"Clean" means that the apples are free from excessive dirt, dust, spray residue and other foreign material.

§ 51.317 Fairly well formed.

"Fairly well formed" means that the apply may be slightly abnormal in shape but not to an extent which detracts materially from its appearance.

§ 51.318 Injury.

"Injury" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which more than slightly detracts from the appearance, or the edible or shipping quality of the apple. The following specific defects shall be considered as injury:

(a) Russeting in the stem cavity or calyx basin which cannot be seen when the apple is placed stem end or calyx end down on a flat surface shall not be considered in determining whether or not an apple is injured by russeting. Smooth net-like russeting outside of the stem cavity or calyx basin shall be considered as injury when an aggregate area of more than 10 percent of the surface is covered, and the color of the russeting shows no very pronounced contrast with the background color of the apple, or lesser amounts of more conspicuous net-like russeting when the appearance is affected to a greater extent than the above amount permitted.

(b) Sunburn or sprayburn, when the discolored area does not blend into the normal color of the fruit.

(c) Dark brown or black limb rubs which affect a total area of more than one-fourth inch in diameter, except that light brown limb rubs of a russet character shall be considered under the definition of injury by russeting.[3]

(d) Hail marks, drought spots, other similar depressions or scars:

(1) When the skin is broken, whether healed or unhealed;

(2) When there is appreciable discoloration of the surface;

(3) When any surface indentation exceeds one-sixteenth inch in depth;

(4) When any surface indentation exceeds one-eighth inch in diameter; or,

(5) When the aggregate affected area of such spots exceeds one-half inch in diameter.[3]

(e) Disease: (1) Cedar rust infection which affects a total area of more than three-sixteenths inch in diameter.[3]

(2) Sooty blotch or fly speck which is thinly scattered over more than 5 percent of the surface, or dark, heavily

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[3] The area refers to that of a circle of the specified diameter.

concentrated spots which affect an area of more than one-fourth inch in diameter.[3]

(3) Red skin spots which are thinly scattered over more than one-tenth of the surface, or dark, heavily concentrated spots which affect an area of more than one-fourth inch in diameter.[3]

(f) Insects: (1) Any healed sting or healed stings which affect a total area of more than one-eighth inch in diameter including any encircling discolored rings.[3]

(2) Worm holes.

§ 51.319 Damage.

"Damage" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or shipping quality of the apple. The following specific defects shall be considered as damage:

(a) Russeting in the stem cavity or calyx basin which cannot be seen when the apple is placed stem end or calyx end down on a flat surface shall not be considered in determining whether or not an apple is damaged by russeting, except that excessively rough or bark-like russeting in the stem cavity or calyx basin shall be considered as damage when the appearance of the apple is materially affected. The following types and amounts of russeting outside of the stem cavity or calyx basin shall be considered as damage:

(1) Russeting which is excessively rough on Roxbury Russet and other similar varieties.

(2) Smooth net-like russeting, when an aggregate area of more than 15 percent of the surface is covered, and the color of the russeting shows no very pronounced contrast with the background color of the apple, or lesser amounts of more conspicuous net-like russeting when the appearance is affected to a greater extent than the above amount permitted.

(3) Smooth solid russeting, when an aggregate area of more than 5 percent of the surface is covered, and the pattern and color of the russeting shows no very pronounced contrast with the background color of the apple, or lesser amounts of more conspicuous solid russeting when the appearance is affected to a greater extent than the above amount permitted.

(4) Slightly rough russeting which covers an aggregate area of more than one-half inch in diameter.[3]

(5) Rough russeting which covers an aggregate area of more than one-fourth inch in diameter.[3]

(b) Sunburn or sprayburn which has caused blistering or cracking of the skin, or when the discolored area does not blend into the normal color of the fruit unless the injury can be classed as russeting.

(c) Limb rubs which affect a total area of more than one-half inch in diameter, except that light brown limb rubs of a russet character shall be considered under the definition of damage by russeting.[3]

(d) Hail marks, drought spots, other similar depressions or scars:

(1) When any unhealed mark is present;

(2) When any surface indentation exceeds one-eighth inch in depth;

(3) When the skin has not been broken and the aggregate affected area exceeds one-half inch in diameter;[3] or,

(4) When the skin has been broken and well healed, and the aggregate affected area exceeds one-fourth inch in diameter.[3]

(e) Stem or calyx cracks which are not well healed, or well healed stem or calyx cracks which exceed an aggregate length of one-fourth inch.

(f) Invisible water core existing around the core and extending to water core in the vascular bundles; or surrounding the vascular bundles when the affected areas surrounding three or more vascular bundles meet or coalesce; or existing in more than slight degree outside the circular area formed by the vascular bundles.

(g) Disease: (1) Scab spots which affect a total area of more than one-fourth inch in diameter.[3]

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[3] The area refers to that of a circle of the specified diameter.

(2) Cedar rust infection which affects a total area of more than one-fourth inch in diameter.[3]

(3) Sooty blotch or fly speck which is thinly scattered over more than one-tenth of the surface, or dark, heavily concentrated spots which affect an area of more than one-half inch in diameter.[3]

(4) Red skin spots which are thinly scattered over more than one-tenth of the surface, or dark, heavily concentrated spots which affect an area of more than one-half inch in diameter.[3]

(h) Insects: (1) Any healed sting or healed stings which affect a total area of more than three-sixteenths inch in diameter including any encircling discolored rings.[3]

(2) Worm holes.

§ 51.320 Serious damage.

"Serious damage" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which seriously detracts from the appearance, or the edible or shipping quality of the apple. The following specific defects shall be considered as serious damage:

(a) The following types and amounts of russeting shall be considered as serious damage:

(1) Smooth solid russeting, when more than one-half of the surface in the aggregate is covered, including any russeting in the stem cavity or calyx basin, or slightly rough, or excessively rough or bark-like russeting, which detracts from the appearance of the fruit to a greater extent than the amount of smooth solid russeting permitted: *Provided,* That any amount of russeting shall be permitted on Roxbury Russet and other similar varieties.

(b) Sunburn or sprayburn which seriously detracts from the appearance of the fruit.

(c) Limb rubs which affect more than one-tenth of the surface in the aggregate.

(d) Hail marks, drought spots, or scars, if they materially deform or disfigure the fruit, or if such defects affect more than one-tenth of the surface in the aggregate: *Provided,* That no hail marks which are unhealed shall be permitted and not more than an aggregate area of one-half inch shall be allowed for well healed hail marks where the skin has been broken.[3]

(e) Stem or calyx cracks which are not well healed, or well healed stem or calyx cracks which exceed an aggregate length of one-half inch.

(f) Visible water core which affects an area of more than one-half inch in diameter.[3]

(g) Disease: (1) Scab spots which affect a total area of more than three-fourths inch in diameter.[3]

(2) Cedar rust infection which affects a total area of more than three-fourths inch in diameter.[3]

(3) Sooty blotch or fly speck which affects more than one-third of the surface.

(4) Red skin spots which affect more than one-third of the surface.

(5) Bitter pit or Jonathan spot which is thinly scattered over more than one-tenth of the surface and does not materially deform or disfigure the fruit.

(h) Insects: (1) Healed stings which affect a total area of more than one-fourth inch in diameter including any encircling discolored rings.[3]

(2) Worm holes.

§ 51.321 Seriously deformed.

"Seriously deformed" means that the apple is so badly misshapen that its appearance is seriously affected.

§ 51.322 Diameter.

When measuring for minimum size, "diameter" means the greatest dimension of the apple measured at right angles to a line from stem to blossom end. When measuring for maximum size, "diameter" means the smallest dimension of the apple determined by passing the apple through a round opening in any position.

U.S. CONDITION STANDARDS FOR EXPORT

§ 51.323 U.S. Condition Standards for Export.[4]

(a) Not more than 5 percent of the apples in any lot shall be further advanced in maturity than firm ripe.

(b) Not more than 5 percent of the apples in any lot shall be damaged by storage scab.

(c) Not more than a total of 5 percent of the apples in any lot shall be affected by scald, internal breakdown, freezing injury, or decay; or damaged by water core, bitter pit, Jonathan spot, or other condition factors: *Provided*, That:

(1) Not more than a total of 2 percent shall be allowed for apples affected by decay and soft scald;

(2) Not more than 2 percent shall be allowed for apples affected by internal breakdown; and,

(3) Not more than 2 percent shall be allowed for apples affected by slight scald.

(d) Container packs shall comply with packing requirements specified in § 51.311 of the United States Standards for Grades of Apples.

(e) Any lot of apples shall be considered as meeting the U.S. Condition Standards for Export if the entire lot averages within the requirements specified: *Provided*, That no package in any lot shall have more than double the percentages specified, except that for packages which contain 10 pounds or less, individual packages in any lot may have not more than three times the tolerance or one apple (whichever is the greater amount).

NOTE: "Damage by water core" means externally invisible water core existing around the core and extending to water core in the vascular bundles; or surrounding the vascular bundles when the affected areas surrounding three or more vascular bundles meet or coalesce; or existing in more than slight degree outside the circular area formed by the vascular bundles; or any externally visible water core.

Subpart—United States Standards for Grades of Apples for Processing

SOURCE: 26 FR 3604, Apr. 27, 1961, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.340 U.S. No. 1.

"U.S. No. 1" consists of apples of one variety, unless designated as mixed varieties, which are not overripe, which are free from decay, worm holes, freezing injury and internal breakdown and free from any other defect, or combination of defects, the removal of which in the usual commercial preparation for use will cause a loss of more than 5 percent, by weight, of the apple.

§ 51.341 U.S. No. 2.

"U.S. No. 2" consists of apples of one variety, unless designated as mixed varieties, which are not overripe, which are free from decay, worm holes, freezing injury and internal breakdown and free from any other defect, or combination of defects, the removal of which in the usual commercial preparation for use will cause a loss of more than 12 percent, by weight, of the apple.

§ 51.342 U.S. Cider.

"U.S. Cider" consists of apples which are free from decay, worm holes and internal breakdown.

CULLS

§ 51.343 Culls.

"Culls" consist of apples which fail to meet the requirements of U.S. Cider Grade.

SIZE

§ 51.344 Size.

(a) The minimum and maximum sizes or range of sizes shall be determined as agreed upon by buyer and seller.

(b) Unless otherwise specified, the minimum and maximum sizes or range of sizes shall be determined by the use of an approved sizing chain of the exact dimension specified in the agreement between buyer and seller.

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[4] These standards may be applied to domestic shipments of apples as well as export lots, and may be referred to as "U.S. Condition Standards".

(c) Size is the dimension of the apples determined by the smallest opening through which it will pass.

APPLICATION OF STANDARDS

§ 51.345 Application of standards.

(a) When a lot of apples is required to meet a specific U.S. grade, the tolerances as set forth in § 51.346 shall apply. When packed in closed packages the application of tolerances in § 51.347 shall apply. The application of tolerances shall not apply to apples in open or bulk containers.

(b) In the application of these standards to determine the percentage of the lot which meets the requirements of each of the grades, tolerances shall not apply.

TOLERANCES

§ 51.346 Tolerances.

When a lot of apples is required to meet one of the U.S. grades, the apples shall not be further advanced in maturity than generally firm ripe, and the following tolerances, by weight, shall apply:

(a) *For defects.* 10 percent for apples which fail to meet the requirements of the grade: *Provided,* That included in this amount not more than the following percentages shall be allowed for the defects listed:

(1) 2 percent for apples which are affected by decay;

(2) 2 percent for apples which are affected by internal breakdown; and,

(3) 5 percent for apples which are affected by worm holes.

(b) *For off-size.* 5 percent for apples which are smaller than any specified minimum size, and 10 percent for apples larger than any specified maximum size.

APPLICATION OF TOLERANCES

§ 51.347 Application of tolerances.

Apples in closed packages are subject to the following limitations provided the averages for the entire lot are within the tolerances specified for the grade:

(a) For a tolerance of 10 percent, individual packages shall have not more than one and one-half times the tolerance specified. For a tolerance of less than 10 percent, individual packages shall have not more than double the tolerances specified.

DEFINITIONS

§ 51.348 One variety.

"One variety" within the meaning of these standards shall include all bud sports and strains of the specified variety.

§ 51.349 Overripe.

"Overripe" means apples which are dead ripe, and with flesh very mealy or soft.

Subpart—United States Standards for Fresh Shelled Lima Beans for Processing

SOURCE: 18 FR 7081, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.355 U.S. No. 1.

U.S. No. 1 consists of shelled lima beans of similar varietal characteristics which are fairly tender, have a green color and which are free from decay and from injury caused by discoloration, shriveling, sunscald, heating, freezing, disease, insects, or other means.

§ 51.356 U.S. No. 2.

U.S. No. 2 consists of shelled lima beans which are free from decay, and from damage caused by discoloration, shriveling, sunscald, heating, freezing, disease, insects, or other means.

CULLS; FOREIGN MATERIAL

§ 51.357 Culls.

Culls are lima beans which fail to meet the requirements of either of the foregoing grades.

§ 51.358 Foreign material.

Thistle buds, weed seeds, pods or other foreign material are not incorporated in the standards since their presence is not a factor of quality for the purpose of these grades. However, the amount of such foreign material permitted in a lot may be fixed by agreement between grower and processor.

DEFINITIONS

§ 51.359 Fairly tender.

"Fairly tender" means that the lima beans are not hard, tough, or rubbery.

§ 51.360 Green color.

"Green color" means that the cotyledons of each bean shall have a green color characteristic of a tender or fairly tender bean for the variety.

§ 51.361 Injury.

"Injury" means any defect which more than slightly affects the canning or freezing quality. Split or broken beans incident to proper harvesting and vining operations shall not be considered as injury.

§ 51.362 Damage.

"Damage" means any defect which materially affects the canning or freezing quality. Split or broken beans incident to proper harvesting and vining operations shall not be considered as damage.

Subpart—United States Standards for Beets

SOURCE: 20 FR 4617, June 30, 1955, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

STYLES

§ 51.375 Bunched beets.

"Bunched beets" means beets which are tied in bunches. The tops shall be full length or removed to not less than 6 inches.

§ 51.376 Beets with short-trimmed tops.

"Beets with short-trimmed tops" means, unless otherwise specified, beets showing leafstems ranging to not more than 4 inches in length.

§ 51.377 Topped beets.

"Topped beets" means beets with tops removed to not more than one-half inch in length.

GRADES

§ 51.378 U.S. No. 1.

"U.S. No. 1" consists of beets of similar varietal characteristics the roots of which are well trimmed, firm, fairly smooth, fairly well shaped, fairly clean and free from soft rot and free from damage caused by cuts, freezing, growth cracks, disease, rodents or insects, or mechanical or other means. Bunched beets or beets with short-trimmed tops shall have tops which are fresh and free from decay and free from damage caused by discoloration, freezing, disease, insects, or mechanical or other means.

(a) Unless otherwise specified, the diameter of each beet shall be not less than 1½ inches. (See § 51.381.)

§ 51.379 U.S. No. 2.

"U.S. No. 2" consists of beets of similar varietal characteristics the roots of which are well trimmed, firm, not excessively rough, not seriously misshapen and which are free from soft rot and free from serious damage caused by cuts, dirt, freezing, growth cracks, disease, rodents or insects, or mechanical or other means. Bunched beets or beets with short-trimmed tops shall have tops which are fresh and free from decay and free from damage caused by discoloration, freezing, disease, insects, or mechanical or other means.

(a) Unless otherwise specified, the diameter of each beet shall be not less than 1½ inches. (See § 51.381.)

UNCLASSIFIED

§ 51.380 Unclassified.

"Unclassified" consists of beets which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.381 Tolerances.

In order to allow for variations incident to proper grading and handling, the following tolerances shall be permitted:

(a) *For bunched beets*—(1) *For defects of roots.* 10 percent, by count, for roots in any lot which fail to meet the requirements of the grade: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for defects causing serious damage, including therein not more than 1 percent for soft rot;

(2) *For defects of tops.* 10 percent, by count, for bunches with tops in any lot which fail to meet the requirements of the grade, including therein not more than 5 percent for decay;

(3) *For off-size roots.* 5 percent, by count, for roots in any lot which are smaller than the specified minimum diameter, and 10 percent, by count, for roots which are larger than any specified maximum diameter; and,

(4) *For off-length tops.* 5 percent, by count, for bunches with tops in any lot which fail to meet the requirements of the style.

(b) *For beets with short-trimmed tops or topped beets*—(1) *For defects of roots.* 10 percent, by weight, for roots in any lot which fail to meet the requirements of the grade: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for defects causing serious damage, including therein not more than 1 percent for soft rot;

(2) *For defects of tops.* 10 percent, by weight, for roots with tops in any lot which fail to meet the requirements of the grade, including therein not more than 5 percent for decay;

(3) *For off-size roots.* 5 percent, by weight, for roots in any lot which are smaller than the specified minimum diameter, and 10 percent, by weight, for roots which are larger than any specified maximum diameter; and,

(4) *For off-length tops.* 10 percent, by weight, for beets with tops in any lot which fail to meet the requirements of the style specified.

APPLICATION OF TOLERANCES

§ 51.382 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade:

(1) For packages which contain more than 5 pounds and a tolerance of 10 percent or more is provided, individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 5 pounds and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified except that at least one defective and one off-size specimen shall be permitted in any package; and,

(2) For packages which contain 5 pounds or less, individual packages in any lot are not restricted as to the percentage of defects and off-size: *Provided,* That not more than one beet which is frozen or affected by soft rot may be permitted in any package.

STANDARD BUNCHING

§ 51.383 Standard bunching.

(a) Standard bunches of beets shall be fairly uniform in size and each bunch of beets shall weigh not less than 1 pound and contain at least 3 beets.

(b) Not more than 10 percent of the bunches in any lot may fail to meet the requirements for "Standard Bunching".

DEFINITIONS

§ 51.384 Well trimmed.

"Well trimmed" means that unattractive secondary rootlets have been removed and that any objectionably long or coarse tail-like part of the root has been cut off.

§ 51.385 Firm.

"Firm" means that the beet root is not soft, flabby or shriveled.

§ 51.386 Fairly smooth.

"Fairly smooth" means that the root is not rough or ridged to the extent that the appearance is materially affected. Very slight roughness over the crown or very slight pitting caused by the shedding of dead leaves shall not be considered as materially affecting the appearance.

§ 51.387 Fairly well shaped.

"Fairly well shaped" means that the root is not misshapen to the extent that the appearance is materially affected.

§ 51.388 Fairly clean.

"Fairly clean" means that the individual root is reasonably free from dirt, stain or other foreign matter, and that the general appearance of the roots in the container is not more than slightly affected.

§ 51.389 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual beet root, or the general appearance of the beet roots in the container, or causes a loss of more than 5 percent, by weight, in the ordinary preparation for use, or which materially affects the appearance or shipping quality of the tops. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Growth cracks when not shallow and not smooth or when the appearance is materially affected; and,

(b) Discoloration when yellowing or other discoloration of the tops materially affect the appearance of the bunch. The appearance of bunches with tops having slight discoloration such as yellowing, browning, or other abnormal color affecting a few leaves shall not be considered materially affected.

§ 51.390 Fresh.

"Fresh" means that the tops are not badly wilted.

§ 51.391 Diameter.

"Diameter" means the greatest dimension of the root measured at right angles to a line running from the crown to the base of the root.

§ 51.392 Excessively rough.

"Excessively rough" means that the root is rough or ridged to the extent that the appearance is seriously affected.

§ 51.393 Seriously misshapen.

"Seriously misshapen" means that the root is misshapen to the extent that the appearance is seriously affected.

§ 51.394 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the individual beet, or the general appearance of the beets in the container, or causes a loss of more than 20 percent, by weight, in the ordinary preparation for use.

Subpart—United States Consumer Standards for Italian Sprouting Broccoli

SOURCE: 18 FR 7082, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.400 U.S. Grade A.

U.S. Grade A consists of stalks, or parts of stalks of Italian sprouting broccoli which are well trimmed, and have good characteristic color, and fairly compact bud clusters; and which are fresh, tender, and clean, and are free from decay and from damage caused by discoloration, freezing, hollow stem or pithiness, scars, disease, insects, or mechanical or other means. Broccoli stalks on the shown face shall be reasonably representative in size and quality of the contents of the container.

(a) The length of the stalks or parts thereof shall be not more than 6 inches nor less than 3 inches, and the diameter of the stem shall be not less than ¼ inch.

(b) Incident to proper grading and handling, not more than 5 percent, by weight, of the broccoli stalks or parts thereof in any lot may fail to meet the size requirements and, in addition, not more than 5 percent, by weight, may fail to meet the remaining requirements of the grade, including not more than 1 percent for decay.

§ 51.401 U.S. Grade B.

U.S. Grade B consists of stalks or parts of stalks of Italian sprouting broccoli which meet the requirements of U.S. Grade A except as to compactness of bud clusters and except for the increased tolerances specified below.

(a) Stalks or parts of stalks of broccoli of this grade shall have reasonably compact bud clusters.

(b) Incident to proper grading and handling, not more than 10 percent, by weight, of the broccoli stalks or parts thereof in any lot may fail to meet the size requirements and in addition, not more than 10 percent, by weight, may fail to meet the remaining requirements of the grade, including not more than 1 percent for decay.

OFF-GRADE

§ 51.402 Off-Grade Italian sprouting broccoli.

Italian sprouting broccoli which fails to meet the requirements of either of the foregoing grades shall be Off-Grade Italian sprouting broccoli.

DEFINITIONS

§ 51.403 Stalk.

"Stalk" means a portion of the broccoli plant including the stem, bud clusters and leaves.

§ 51.404 Well trimmed.

"Well trimmed" means that all coarse, damaged, and discolored leaves and leaves extending more than 1½ inches above the top of the head have been removed, and that cross cuts on butts and lengthwise cuts on split stalks are smooth.

§ 51.405 Good characteristic color.

"Good characteristic color" means that the stem and external portion of the head or part thereof has a light green or darker shade of green color except that purplish color shall be allowed on the external portion of the head or part thereof.

§ 51.406 Fairly compact bud clusters.

"Fairly compact bud clusters" means that the individual florets of bud clusters are relatively small and fairly tightly crowded together and that the bud clusters on the stalk or part of a stalk are generally close together.

§ 51.407 Fresh.

"Fresh" means that the broccoli is not flabby or more than slightly wilted.

§ 51.408 Tender.

"Tender" means that the broccoli is succulent, and that the stems are not fibrous, tough or stringy.

§ 51.409 Clean.

"Clean" means that the broccoli is practically free from sand, dirt, silt, muck, and other water-insoluble inorganic material.

§ 51.410 Damage.

"Damage" means any defect which more than slightly affects the appearance, of the edible, shipping, or keeping quality of the individual stalks or parts thereof, or the lot as a whole. The following defects or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect shall be considered as damage:

(a) Discoloration, when more than very slight.

(b) Freezing, when causing more than slight discoloration of the individual unit.

(c) Hollow stem or pithiness, when discolored, or when more than slightly affecting the appearance of the individual unit.

(d) Scars, when discolored, or when more than slight or superficial.

(e) Disease, when showing discoloration, or when more than slightly affecting the appearance of the individual unit.

(f) Insects, when worms or worm frass are present or when there is more than slight infestation by other insects.

§ 51.411 Diameter.

"Diameter" means the greatest thickness of the stem measured at the base.

§ 51.412 Reasonably compact bud clusters.

"Reasonably compact bud clusters" means that the individual florets of bud clusters are not on the verge of opening, but that pedicels on florets may be moderately elongated and bud clusters may be moderately open and spreading.

Subpart—United States Standards for Broccoli for Processing

SOURCE: 24 FR 7633, Sept. 23, 1959, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.425 U.S. No. 1.

"U.S. No. 1" consists of stalks or portions of stalks of broccoli (see § 51.427) which are fresh, tender, and have good characteristic color and compact heads, are well trimmed and which are free from decay and cull material, and are free from damage caused by discoloration, freezing, hollow stem or pithiness, scars, dirt or other foreign material, disease, insects or mechanical or other means.

(a) Unless otherwise specified, he length shall be not more than 6 inches nor less than 4 inches, and the diameter of the stem shall be not less than three-eighths inch (see § 51.429).

§ 51.426 U.S. No. 2.

"U.S. No. 2" consists of stalks or portions of stalks of broccoli (see § 51.427) which are fresh, tender, and have good characteristic color and fairly compact heads, are fairly well trimmed and which are free from decay and cull material and are free from damage caused by scars, dirt or other foreign material, disease, insects, are free from serious damage caused by discoloration, freezing, hollow stem or pithiness or mechanical or other means.

(a) Unless otherwise specified, the length shall be not more than 6 inches nor less than 3 inches, and the diameter of the stem shall be not less than one-fourth inch (see § 51.429).

BASIS FOR GRADING BROCCOLI

§ 51.427 Basis for grading broccoli.

(a) Large stalks of broccoli shall be cut lengthwise into halves or quarters to remove defective portions. A proportionate ratio of head material to stem material must be maintained in each segment.

(b) Stalks with heads smaller than 1½ inches in diameter shall not be cut, but shall be graded as one unit.

CULLS

§ 51.428 Culls.

"Culls" are stalks of broccoli which fail to meet the requirements of the U.S. No. 2 grade.

CULL MATERIAL

§ 51.429 Cull material.

"Cull material" means all foreign material, any portion of the stem in excess of the maximum length specified, all stalks under the minimum length specified for the U.S. No. 2 grade, and all coarse, damaged and discolored leaves, and leaves extending more than 1½ inches above the top of the head.

DEFINITIONS

§ 51.430 Stalk.

"Stalk" means an individual unit of broccoli which consists of the stem, head cluster and any attached leaves.

§ 51.431 Fresh.

"Fresh" means that the broccoli is not badly wilted or excessively flabby.

§ 51.432 Tender.

"Tender" means that the broccoli stem within the specified maximum length is succulent, and practically free from fibrous material and is not tough or stringy.

§ 51.433 Good characteristic color.

"Good characteristic color" means that the stem and external portion of the head has a light green or darker shade of green color, except that purplish color shall also be allowed on the external portion of the head.

§ 51.434 Compact head.

"Compact head" means that the individual head is closely formed, not open or spread to the extent that it has a loose appearance, and that the individual florets are fairly tightly formed and not more than moderately elongated.

§ 51.435 Well trimmed.

"Well trimmed" means that the presence of small side shoots or ragged or partially removed side shoots or leaves does not materially detract from the appearance of the stalk.

§ 51.436 Damage.

"Damage", unless otherwise specifically defined in this section, means any defect which more than slightly detracts from the appearance, or the processing or edible quality of the stalk, within the maximum length specified. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Discoloration when more than very slight, or which will not change to light green or darker shade of green color in the ordinary process of blanching;

(b) Freezing when causing more than slight discoloration of the individual stalk;

(c) Hollow stem or pithiness when discolored, or when more than slightly detracting from the appearance of the individual stalk;

(d) Scars when discolored, or when more than slight or superficial;

(e) Dirt or other foreign material which cannot be removed in the ordinary washing process;

(f) Disease when showing discoloration, or when more than slightly detracting from the appearance, or the processing or edible quality; and,

(g) Insects when the broccoli is more than slightly infested or more than slightly blemished by feeding or other means.

§ 51.437 Fairly compact head.

"Fairly compact head" means that the individual head is fairly closely formed and not excessively spread and that the florets are not on the verge of opening and will not open in the ordinary process of blanching.

§ 51.438 Fairly well trimmed.

"Fairly well trimmed" means that the presence of small side shoots or ragged or partially removed side shoots or leaves does not seriously detract from the appearance of the stalk.

§ 51.439 Serious damage.

"Serious damage", unless otherwise specifically defined in this section, means any defect which materially detracts from the appearance, or the processing or edible quality of the stalk, within the maximum length specified. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Discoloration when the appearance of the individual stalk is materially affected;

(b) Freezing when causing discoloration which materially detracts from the appearance of the individual stalk; and,

(c) Hollow stem or pithiness when discolored, or when materially detracting from the appearance of the individual stalk. Stalks which show a ragged appearance or deep holes shall be considered as serious damage.

§ 51.440 Diameter.

"Diameter" means the greatest thickness of the stem measured at a point 6 inches from the top of the head, except that stems which are less than 6 inches in length shall be measured at the base of the stem.

Subpart—United States Standards for Cabbage

SOURCE: 18 FR 7084, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.450 U.S. No. 1.

U.S. No. 1 shall consist of heads of cabbage of one variety or similar varietal characteristics, which are of reasonable solidity, and are not withered, puffy, or burst and which are free from soft rot, seedstems, and from damage caused by discoloration, freezing, disease, insects or mechanical or other means. Stems shall be cut so that they do not extend more than one-half inch beyond the point of attachment of the outermost leaves.

(a) Unless otherwise specified, each head shall be well trimmed. However, cabbage which has fairly good green color and is specified as "U.S. No. 1 Green," and red cabbage which is specified as "U.S. No. 1 New Red" need be only fairly well trimmed.

(b) In order to allow for variations, other than excess number of wrapper leaves, incident to proper grading and handling, not more than a total of 10 percent, by weight, of the heads in any lot may fail to meet the requirements of this grade, but not more than one-fifth of this amount, or 2 percent, shall be allowed for soft decay. In addition, not more than 10 percent, by weight, may not meet the requirements as to number of wrapper leaves. (See § 51.454.)

§ 51.451 U.S. Commercial.

U.S. Commercial shall consist of heads of cabbage which meet the requirements for U.S. No. 1 grade except for the increased tolerance for defects specified below, and except that the heads shall be reasonably firm.

(a) Unless otherwise specified, each head shall be well trimmed. However, cabbage which has fairly good green color and is specified as "U.S. Commercial Green," and red cabbage which is specified as "U.S. Commercial New Red" need be only fairly well trimmed.

(b) In order to allow for variations, other than excess number of wrapper leaves, incident to proper grading and handling, not more than a total of 25 percent, by weight, of the heads in any lot may fail to meet the requirements of this grade, but not more than two-fifths of this amount, or a total of 10 percent, shall be allowed for defects causing serious damage, but not more than 2 percent shall be allowed for soft decay. In addition, not more than 10 percent, by weight, may not meet the requirements as to number of wrapper leaves. (See § 51.454.)

UNCLASSIFIED

§ 51.452 Unclassified.

Unclassified shall consist of cabbage which has not been classified in accordance with the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

SIZE

§ 51.453 Size.

The minimum size or minimum and maximum sizes may be specified in connection with the grades as "U.S. No. 1, 1 pound min.," or "U.S. No. 1, 2 to 4 pounds," or any lot may be classified as Small, Medium, Large, Small to Medium, or Medium to Large in accordance with the facts.

Small	Medium	Large
Pointed, under 1½ lbs	1½ to 3 lbs	Over 3 lbs
Danish and domestic, under 2 lbs	2 to 5 lbs	Over 5 lbs

(a) In order to allow for variations incident to proper sizing, not more than a total of 15 percent, by weight, of the heads in any lot may vary from the size specifications, but not more than 10 percent may be either above or below the size specified. This tolerance is in addition to the tolerance for grade defects. (See § 51.454.)

APPLICATION OF TOLERANCES

§ 51.454 Application of tolerances.

The contents of individual containers in the lot, based on sample inspection, are subject to the following limitations, provided the averages for the entire lot are within the tolerances specified:

(a) When a tolerance is 10 percent or more, individual containers in any lot shall have not more than one and one-half times the tolerance specified, except that at least one defective and one off-sized cabbage may be permitted in a container.

(b) When a tolerance is less than 10 percent individual containers in any lot shall have not more than double the tolerance specified, except that at least one defective and one off-sized cabbage may be permitted in a container.

DEFINITIONS

§ 51.455 Similar varietal characteristics.

"Similar varietal characteristics" means that the cabbage in each container shall have the same general characteristics.

§ 51.456 Reasonable solidity.

"Reasonable solidity" means fairly firm for pointed type cabbage and southern Domestic type cabbage. Northern Domestic type cabbage and Danish or Hollander type cabbage shall be firm. "Reasonable solidity" as applied to Savoy cabbage means not soft or puffy; Savoy type cabbage is characteristically loosely formed and rather light in weight.

§ 51.457 Puffy.

"Puffy" means that the heads are very light in weight in comparison to size, or have excessive air spaces in the central portion. They normally feel firm at time of harvesting but often soften quickly. They are known as "Balloon Heads" in certain sections.

§ 51.458 Seedstems.

"Seedstems" means those heads which have seed stalks showing or in which the formation of seed stalks has plainly begun.

§ 51.459 Damage.

"Damage" means any injury or defect which materially affects the appearance, or the edible or shipping quality. Worm injury on the outer head leaves or wrapper leaves which materially affects the appearance of the head or worm holes which extend deeply into the compact portion of the head shall be considered as damage.

§ 51.460 Well trimmed.

"Well trimmed" means that the head shall not have more than four wrapper leaves.

§ 51.461 Fairly well trimmed.

"Fairly well trimmed" means that the head shall not have more than seven wrapper leaves.

§ 51.462 Wrapper leaves.

"Wrapper leaves" means leaves which do not enfold the head fairly tightly more than two-thirds the distance from the base to the top.

§ 51.463 Reasonably firm.

"Reasonably firm" means that the head is not soft and is of reasonable weight for its size but may have considerable open spaces between the leaves in the lower portion of the head.

§ 51.464 Serious damage.

"Serious damage" means any injury or defect which seriously affects the appearance, or the edible or shipping quality. Cabbage which is affected by soft rot or which is seriously puffy, badly burst, or seriously injured by seedstems, discoloration, freezing, disease, insects, mechanical or other means shall be considered as seriously damaged. Worm injury on the outer head leaves or wrapper leaves which seriously affects the appearance of the heads, or worm holes which seriously affect the compact portion of the head shall be regarded as serious damage.

Subpart—United States Standards for Grades of Cantaloups [1]

SOURCE: 26 FR 2217, Mar. 16, 1961, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.475 U.S. Fancy.

"U.S. Fancy" consists of cantaloups which meet the requirements of U.S. No. 1 grade except that the cantaloups have very good internal quality and have uniform appearance.

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[1] Packing in the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling the following tolerances, by count, shall be permitted, except that these tolerances shall not apply to the requirements relating to internal quality and uniformity of appearance:

(1) *At shipping point.*[2] 8 percent for cantaloups in any lot which fail to meet the requirements of this grade: *Provided,* That included in this amount not more than 4 percent shall be allowed for defects causing serious damage, including in this latter amount not more than one-half of 1 percent for cantaloups which are affected by decay or mold.

(2) *En route or at destination.* 12 percent for cantaloups in any lot which fail to meet the requirements of this grade: *Provided,* That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 8 percent for cantaloups which fail to meet the requirements of this grade because of permanent defects; or,

(ii) 6 percent for cantaloups which are seriously damaged, including therein not more than 4 percent for cantaloups which are seriously damaged by permanent defects and not more than 2 percent for cantaloups which are affected by decay. (See § 51.480.)

§ 51.476 U.S. No. 1.

"U.S. No. 1" consists of cantaloups of one type which are mature and have good internal quality but are not overripe or soft or wilted, which are well formed, well netted, and free from decay, wet slip and sunscald, and free from damage caused by liquid in the seed cavity, sunburn, hail, dirt, surface mold or other disease, aphis or other insects, scars, cracks, sunken areas, ground spot, bruises, or mechanical or other means.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling the following tolerances, by count, shall be permitted, except that these tolerances shall not apply to the requirement relating to internal quality.

(1) *At shipping point.*[2] 8 percent for cantaloups in any lot which fail to meet the requirements of this grade: *Provided,* That included in this amount not more than 4 percent shall be allowed for defects causing serious damage, including in this latter amount not more than one-half of 1 percent for cantaloups which are affected by decay or mold.

(2) *En route or at destination.* 12 percent for cantaloups in any lot which fail to meet the requirements of this grade: *Provided,* That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 8 percent for cantaloups which fail to meet the requirements of this grade because of permanent defects; or,

(ii) 6 percent for cantaloups which are seriously damaged, including therein not more than 4 percent for cantaloups which are seriously damaged by permanent defects and not more than 2 percent for cantaloups which are affected by decay. (See § 51.480.)

§ 51.477 U.S. Commercial.

"U.S. Commercial" consists of cantaloups of one type which are mature but not overripe or soft or wilted, which are well formed and fairly well netted, and free from decay, wet slip and sunscald, and free from damage caused by liquid in the seed cavity, sunburn, hail, dirt, surface mold or other disease, aphis or other insects, scars, cracks, sunken areas, ground spot, bruises, or mechanical or other means.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling the following tolerances, by count, shall be permitted:

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[2] Shipping point, as used in these standards, means the point of origin of the shipment in the producing area or at port of loading for ship stores or overseas shipment, or, in the case of shipments from outside the continental United States, the port of entry into the United States.

[2] See footnote 2 to § 51.475.

(1) *At shipping point.* 16 percent for cantaloups in any lot which fail to meet the requirements of this grade: *Provided,* That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 12 percent for cantaloups which fail to meet the requirements of this grade because of condition defects;

(ii) 4 percent for cantaloups which are seriously damaged, including therein not more than one-half of 1 percent for cantaloups affected by decay or mold.

(2) *En route or at destination.* 24 percent for cantaloups in any lot which fail to meet the requirements of this grade: *Provided,* That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 16 percent for cantaloups which fail to meet the requirements of this grade because of permanent defects;

(ii) 12 percent for cantaloups which fail to meet the requirements of this grade because of condition defects; or,

(iii) 8 percent for cantaloups which are seriously damaged, including therein not more than 4 percent for cantaloups which are seriously damaged by permanent defects and not more than 2 percent for cantaloups which are affected by decay. (See § 51.480.)

[26 FR 2217, Mar. 16, 1961; 27 FR 2307, Mar. 10, 1962, as amended at 33 FR 7619, May 23, 1968. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.478 U.S. No. 2.

"U.S. No. 2" consists of cantaloups of one type which are mature but not overripe or soft or wilted, which are fairly well formed and fairly well netted, which are free from decay, wet slip and sunscald, and free from serious damage caused by liquid in the seed cavity, sunburn, hail, dirt, surface mold or other disease, aphis or other insects, scars, cracks, sunken areas, bruises, or mechanical or other means.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling the following tolerances, by count, shall be permitted:

(1) *At shipping point.* 8 percent for cantaloups in any lot which fail to meet the requirements of this grade including therein not more than one-half of 1 percent for cantaloups which are affected by decay or mold.

(2) *En route or at destination.* 12 percent for cantaloups in any lot which fail to meet the requirements of this grade: *Provided,* That included in this amount not more than the following percentages shall be allowed for the defects listed:

(i) 8 percent for cantaloups which fail to meet the requirements of this grade because of defects of a permanent nature; or,

(ii) 2 percent for cantaloups which are affected by decay. (See § 51.480.)

UNCLASSIFIED

§ 51.479 Unclassified.

"Unclassified" consists of cantaloups which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.480 Application of tolerances.

The contents of individual packages are subject to the following limitation: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade:

(a) A package may contain not more than double any specified tolerance except that at least two defective specimens may be permitted in any package.

DEFINITIONS

§ 51.481 Very good internal quality.

"Very good internal quality" means that the combined juice from the edible portion of a sample of cantaloups selected at random contains not less than 11 percent soluble solids as determined by an approved hand refractometer.

§ 51.482 Uniform in appearance.

"Uniform in appearance" means that not more than one-tenth of the packages in any lot contain cantaloups which show sufficient variation in shape, size, ground color or netting to materially detract from the appearance of the contents of the individual packages, or which are not packed according to the approved and recognized methods for the package.

§ 51.483 One type.

"One type" means that the cantaloups in any container are similar in color of flesh and are not decidely different in shape, character of netting and prominence of ribbing.

§ 51.484 Mature.

"Mature" means that the cantaloup has reached the stage of maturity which will insure the proper completion of the normal ripening process.

§ 51.485 Good internal quality.

"Good internal quality" means that the combined juice from the edible portion of a sample of cantaloups selected at random contains not less than 9 percent soluble solids as determined by an approved hand refractometer.

§ 51.486 Soft.

"Soft" means that the cantaloup yields readily to slight pressure.

§ 51.487 Wilted.

"Wilted" means that the cantaloup lacks turgidity and is somewhat flabby, spongy and pliable under moderate pressure.

§ 51.488 Well formed.

"Well formed" means that the cantaloup has the normal shape characteristic of the variety.

§ 51.489 Well netted.

"Well netted" means that to an extent characteristic of the variety the cantaloup is well covered with fully developed, well raised netting, some portion of which is well rounded with practically no crease.

§ 51.490 Decay.

"Decay" means breakdown, disintegration or fermentation of the flesh or rind of the cantaloup caused by bacteria or fungi.

§ 51.491 Wet slip.

"Wet slip" means a condition present at time of packing in which the stem scar is abnormally large, excessively wet and slippery, yields to slight pressure, and is frequently accompanied by fresh radial growth cracks at the edge of the stem scar.

§ 51.492 Sunscald.

"Sunscald" means discolored or bleached, sunken areas of the surface having tough epidermis with underlying flesh leathery and usually off-color.

§ 51.493 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or shipping quality of the cantaloup. The following specific defects shall be considered as damage:

(a) Liquid in the seed cavity under the following circumstances:

(1) At shipping point when more than a slight amount of liquid is present in the seed cavity; or,

(2) En route or at destination when an objectionably large amount of liquid is present in the seed cavity, or when the flesh of the cavity wall is mushy or noticeably discolored;

(b) Sunburn when the color of the flesh is materially changed; when the rind is hard, tough, thin, or definitely flattened; when distinct flattening of the netting or dark yellow surface discoloration affects an aggregate area exceeding 20 percent of the surface of the cantaloup; or when brown, gray, purple or dark green surface discoloration detracts from the appearance of the cantaloup to a greater extent than the area of dark yellow discoloration permitted;

(c) Hail when the injury is unhealed or deep;

(d) Surface mold under the following circumstances:

(1) At shipping point when any surface mold is visible; or,

(2) En route or at destination when the color, character, or location of the mold materially detracts from the ap-

pearance or marketing quality of the cantaloup;

(e) Aphis when aphis honeydew is more than slightly sticky, or when resulting discoloration more than slightly detracts from the appearance of the cantaloup;

(f) Scars when healed, shallow, smooth and light colored and the aggregate area affected exceeds 5 percent of the surface of the cantaloup; or when deep, rough or dark colored and detracting from the appearance to a greater extent than the area of healed, shallow, smooth and light colored scars permitted. Smooth scarring at the blossom end and coalesced netting should not be considered in determining damage caused by scarring unless materially detracting from the appearance of the cantaloup;

(g) Cracks when deep or not dry. Slight, dry cracks at the ends or in the sutures of the cantaloup shall not be considered damage;

(h) Ground spot when the rind of the affected area is thin or weak, or when the size or color of the affected area or the character of netting on the area in relation to the remainder of the surface of the cantaloup materially detracts from the appearance of the cantaloup;

(i) Bruises when the surface of the cantaloup is definitely flattened or indented, or when the underlying flesh is noticeably discolored; and,

(j) Mechanical means when cuts or gouges are deep or when any skin break is unhealed.

§ 51.494 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance, or the edible or shipping quality of the cantaloup. The following specific defects shall be considered as serious damage:

(a) Liquid in the seed cavity under the following circumstances:

(1) At shipping point when a large amount of liquid is present in the seed cavity or the flesh of the cavity wall is noticeably soft or discolored or when any fermentation is present; or,

(2) En route or at destination when there is any fermentation of the liquid in the seed cavity, or when the flesh of the cavity wall shows fermentation or is badly discolored;

(b) Sunburn when the flesh is seriously discolored, when causing cracking of the rind, or when causing flattening of the rind which seriously detracts from the appearance of the cantaloup;

(c) Hail when the injury is unhealed;

(d) Surface mold under the following circumstances:

(1) At shipping point when any surface mold is visible; or,

(2) En route or at destination when the color, character, or location of the mold seriously detracts from the appearance or marketing quality of the cantaloup;

(e) Cracks when fresh and deep;

(f) Bruises when the surface of the cantaloup is seriously flattened or indented or when a material portion of the underlying flesh is broken down; and,

(g) Mechanical means when fresh cuts or gouges extend into the edible portion of the cantaloup.

§ 51.494a Permanent defects.

"Permanent defects" means defects which are not subject to change during shipping or storage; including, but not limited to factors of shape, netting, scarring, sunscald, sunburn and injury caused by hail or insects, and mechanical injury which is so located as to indicate that it occurred prior to shipment.

[26 FR 2217, Mar. 16, 1961. Redesignated at 27 FR 2307, Mar. 10, 1962, and 42 FR 32514, June 27, 1977, and 46 FR 63203, Dec. 31, 1981]

§ 51.494b Fairly well netted.

"Fairly well netted" means that to an extent characteristic of the variety the cantaloup is fairly well covered with fairly good netting.

[26 FR 2217, Mar. 16, 1961. Redesignated at 27 FR 2307, Mar. 10, 1962, and 42 FR 32514, June 27, 1977, and 46 FR 63203, Dec. 31, 1981]

§ 51.494c Condition defects.

"Condition defects" means defects which may develop or change during shipment or storage; including, but not limited to decayed or soft cantaloups and such factors as liquid in the seed cavity, surface mold, sunken areas, fresh cracks, and bruising which is so located as to indicate that it occurred after packing.

[26 FR 2217, Mar. 16, 1961. Redesignated at 27 FR 2307, Mar. 10, 1962, and 42 FR 32514, June 27, 1977, and 46 FR 63203, Dec. 31, 1981]

Subpart—United States Consumer Standards for Fresh Carrots

SOURCE: 19 FR 3499, June 16, 1954; 19 FR 3792, June 22, 1954, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

STYLES

§ 51.495 Bunched carrots.

"Bunched carrots" means untopped carrots which are tied in bunches.

§ 51.496 Carrots with short-trimmed tops.

"Carrots with short-trimmed tops" means carrots which have attached leafstems ranging up to 4 inches in length.

§ 51.497 Topped carrots.

"Topped carrots" means carrots which have practically all of the tops clipped off.

GRADES

§ 51.498 U.S. Grade A.

U.S. Grade A consists of carrots of similar varietal characteristics the roots of which are firm, clean, fairly well colored, fairly smooth, well formed; which are free from soft rot, and from damage caused by freezing, growth cracks, sunburn, pithiness, woodiness, internal discoloration, oil spray, dry rot, other disease, insects or mechanical or other means. Bunched carrots or carrots with short-trimmed tops shall have tops or leafstems, respectively, which are fresh and free from decay and free from damage caused by freezing, seedstems, yellowing or other discoloration, disease, insects or mechanical or other means. Tops of bunched carrots may be full length or clipped back but shall be not less than 12 inches nor more than 20 inches in length. Each bunch shall weigh not less than one pound, including the tops, and contain at least 4 carrots. Topped carrots shall be free from secondary new top growth and shall be well trimmed. All styles of carrots on the shown face shall be reasonably representative in size and quality of the contents of the container.

(a) *Size.* Unless otherwise specified, the diameter of each carrot shall be not less than three-fourths inch nor more than 1½ inches, and the length shall be not less than 5 inches.

(b) *Tolerances.* Incident to proper grading and handling, the following tolerances shall be permitted:

(1) *For defects of roots.* Five percent, by count, for carrot roots in any lot which fail to meet the requirements of the grade, other than for size, including therein not more than 1 percent for carrot roots affected by soft rot;

(2) *For defects of tops of bunched carrots.* Ten percent, by count, for bunches in any lot which fail to meet the requirements of the grade, including therein not more than 5 percent for decay;

(3) *For defects of leafstems of carrots with short-trimmed tops.* Ten percent, by count, for carrots in any lot which fail to meet the requirements of the grade, including therein not more than 5 percent for decay;

(4) *For off-size carrot roots.* Five percent, by count, for carrots in any lot which are smaller than the specified minimum diameter, 10 percent, by count, for carrots which are larger than the specified maximum diameter, and 5 percent, by count, for carrots which are shorter than the specified minimum length;

(5) *For off-length tops of bunched carrots.* Ten percent, by count, for bunches in any lot which fail to meet the specified minimum or maximum length; and,

(6) *For excess length of leafstems of carrots with short-trimmed tops.* Five percent, by count, for carrots in any lot which have leafstems in excess of the specified length.

§ 51.499 U.S. Grade B.

U.S. Grade B consists of carrots which meet the requirements of U.S. Grade A except for the increased tolerance for defects of the roots specified below:

(a) *Tolerances.* Incident to proper grading and handling, the following tolerances shall be permitted:

(1) *For defects of roots.* Twenty percent, by count, for carrots in any lot which fail to meet the requirements of the grade other than for size: *Provided,* That not more than one-half of this amount, or 10 percent, shall be allowed for defects causing serious damage, including therein not more than 1 percent for carrot roots affected by soft rot;

(2) *For defects of tops of bunched carrots.* Ten percent, by count, for bunches in any lot which fail to meet the requirements of the grade, including therein not more than 5 percent for decay;

(3) *For defects of leafstems of carrots with short-trimmed tops.* Ten percent, by count, for carrots in any lot which fail to meet the requirements of the grade, including therein not more than 5 percent for decay;

(4) *For off-size carrot roots.* Five percent, by count, for carrots in any lot which are smaller than the specified minimum diameter, 10 percent, by count, for carrots which are larger than the specified maximum diameter, and 5 percent, by count, for carrots which are shorter than the specified minimum length;

(5) *For off-length tops of bunched carrots.* Ten percent, by count, for bunches in any lot which fail to meet the specified minimum or maximum length; and,

(6) *For excess length of leafstems of carrots with short-trimmed tops.* Five percent, by count, for carrots in any lot which have leafstems in excess of the specified length.

OFF-GRADE

§ 51.500 Off-grade.

Off-grade consists of carrots which fail to meet the requirements of the foregoing grades.

STANDARD SIZING

§ 51.501 Standard sizing.

(a) Carrots in packages of 2 pounds or less may be certified as "Standard Sizing," provided the variation in diameter of the carrots in any individual package is not more than three-eighths inch and the variation in length is not more than 2½ inches.

(b) Not more than 20 percent of the packages in any lot may contain carrots which fail to meet the requirements for "Standard Sizing".

DEFINITIONS

§ 51.502 Similar varietal characteristics.

"Similar varietal characteristics" means that the carrots in any lot are of the same general type. For example, carrots with a short, but blunt growth like the Oxheart variety, shall not be mixed with long or half-long carrots like the Imperator or Danvers varieties.

§ 51.503 Firm.

"Firm" means that the carrot is not soft, flabby or shriveled.

§ 51.504 Clean.

"Clean" means that the individual carrot is practically free from dirt or other foreign matter.

§ 51.505 Fairly well colored.

"Fairly well colored" means that the carrot has an orange, orange red, or orange scarlet color, but not a pale orange or distinct yellow color.

§ 51.506 Fairly smooth.

"Fairly smooth" means that the carrot is not rough, ridged, or covered with secondary rootlets to the extent that the appearance is materially affected.

§ 51.507 Well formed.

"Well formed" means that the carrot is not forked, or misshapen to the extent that the appearance is more than slightly affected.

§ 51.508 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual carrot root or the general appearance of the carrot roots in the container, or causes a loss of more than 3 percent, by weight, in the ordinary preparation for use, or which materially affects the appearance or shipping quality of the leafstems or tops. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Growth cracks which are not shallow and not smooth, or which materially affect the appearance of the carrot;

(b) Sunburn, which causes a loss of more than 3 percent, by weight, in the ordinary preparation for use, except that superficial light green color at the stem end, which does not materially affect the appearance of the root shall be permitted; and,

(c) Yellowing or other discoloration to the tops or leafstems when the appearance of the bunch or leafstems is materially affected. The appearance of the individual bunch shall be considered materially affected when the tops are trimmed to the extent that only a relatively few leaves remain. The appearance of bunches with tops having slight discoloration such as yellowing, browning, or other abnormal color affecting a few leaflets shall not be considered materially affected if the tops as a whole show a predominantly normal green color.

§ 51.509 Secondary new top growth.

"Secondary new top growth" means new leaves or clusters of leaves which are developing outside the original central cluster of leafstems.

§ 51.510 Well trimmed.

"Well trimmed" means that the tops are cut back to not more than 1 inch in length, except that new leaves developing within the central clusters of leafstems, or occasional uncut leaves or leafstems, exceeding this length which do not materially affect the appearance of the carrots in the container shall be permitted. Carrots may have tips of roots cut or broken off: *Provided*, That these cuts or breaks are small and fairly smooth and do not materially affect the appearance of the carrots in the container.

§ 51.511 Diameter.

"Diameter" means the greatest dimension of the root measured at right angles to the longitudinal axis.

§ 51.512 Length.

"Length" means the greatest dimension of the root measured from the crown to the lowest point which is not less than one-fourth inch in diameter.

§ 51.513 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the individual carrot or the general appearance of the carrots in the container, or causes a loss of more than 20 percent, by weight, in the ordinary preparation for use.

Subpart—United States Standards for Collard Greens or Broccoli Greens

SOURCE: 18 FR 7086, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.520 General.

These standards are applicable to collard greens or broccoli greens, or mixtures of the two which may consist of leaves, or parts of leaves, plants or mixtures of leaves and plants.

GRADES

§ 51.521 U.S. No. 1.

U.S. No. 1 consists of collard greens or broccoli greens, of similar varietal characteristics which are fresh, fairly tender, fairly clean, well trimmed, and of characteristic color for the variety or type; which are free from decay and free from damage caused by coarse stalks and seedstems, discoloration, freezing, foreign material, disease, insects or mechanical or other means.

(a) In order to allow for variations incident to proper grading and handling, not more than a total of 10 percent, by weight, of the units in any lot, may fail to meet the requirements of the grade: *Provided*, That not more than one-half of this amount, or 5 percent, shall be allowed for serious damage by any cause, and including therein not more than 2 percent for decay. (See § 51.524.)

UNCLASSIFIED

§ 51.522 Unclassified.

Unclassified consists of collard greens or broccoli greens which have not been classified in accordance with the foregoing grade. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.523 Application of tolerances.

The contents of individual containers in the lot, based on sample inspection, are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified:

(a) When a tolerance is 10 percent or more, individual containers in any lot shall have not more than one and one-half times the tolerance specified.

(b) When a tolerance is less than 10 percent, individual containers in any lot shall have not more than double the tolerance specified: *Provided*, That at least one specimen which does not meet the requirements may be permitted in any container.

§ 51.524 Basis for calculating percentages.

Percentages shall be calculated on the basis of weight or an equivalent basis. In sorting or grading the sample, the unit shall be the plant, the leaf, or a portion of the leaf or plant exactly as it occurs in the sample. A plant or portion of plant shall not be broken to remove the defective portion, but shall be considered as a unit.

DEFINITIONS

§ 51.525 Similar varietal characteristics.

"Similar varietal characteristics" means that the collard greens or broccoli greens shall be of the same general color and character of growth. No mixture of varieties or types shall be permitted which materially affects the appearance of the lot.

§ 51.526 Fresh.

"Fresh" means that the greens are not more than slightly wilted.

§ 51.527 Fairly tender.

"Fairly tender" means that the greens are not tough, or excessively fibrous.

§ 51.528 Fairly clean.

"Fairly clean" means that the appearance of the greens is not materially affected by the presence of dirt, dust, or other foreign material.

§ 51.529 Well trimmed.

"Well trimmed", as applied to plants, means that the main stem shall not extend more than one inch below the point of attachment of the first leaf.

§ 51.530 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual unit, or the lot as a whole. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Coarse stalks or seedstems when they are woody and tough and more than 3½ inches in length, or when they are fairly tender or tender and are more than one-third the length of the entire plant. The length of the plant shall be measured from the base of the main stem to the tip of the leaf extending the greatest distance from the base of the main stem;

(b) Discoloration when the appearance of the unit is materially affected by yellowing or any other type of discoloration; and,

(c) Mechanical damage when the unit is badly crushed, torn, or broken.

§ 51.531 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the individual unit, or the lot as a whole. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Insects when the unit is noticeably infested, or when it is seriously damaged by them;

(b) Discoloration when the unit is badly discolored; and,

(c) Decay.

Subpart—United States Standards for Cauliflower

SOURCE: 33 FR 2431, Feb. 1, 1968, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.540 U.S. No. 1.

"U.S. No. 1" consists of heads of cauliflower which meet the following requirements:

(a) Basic requirements for curds:

(1) Clean;

(2) Compact;

(3) Color—white, creamy white, or cream;

(4) Size—not less than 4 inches in diameter.

(b) Basic requirements for jacket leaves:

(1) Fresh;

(2) Closely trimmed, unless otherwise specified;

(3) Fairly clean.

(c) Free from:

(1) Soft or wet decay.

(d) Free from damage caused by:

(1) Bruising;

(2) Cuts;

(3) Discoloration;

(4) Enlarged bracts;

(5) Fuzziness;

(6) Hollow stem;

(7) Insects;

(8) Mold;

(9) Riciness;

(10) Wilting; and,

(11) Other means.

(e) Free from serious damage by any cause.

(f) For tolerances (see § 51.543).

§ 51.541 U.S. Commercial.

"U.S. Commercial" consists of heads of cauliflower which meet the requirements for the U.S. No. 1 grade except for the increased tolerances for defects specified in § 51.543.

UNCLASSIFIED

§ 51.542 Unclassified.

"Unclassified" consists of cauliflower which has not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.543 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by count, are provided as specified:

(a) *For defects*—(1) *U.S. No. 1.* 10 percent for heads of cauliflower in any lot which fail to meet the requirements of the grade, but not more than one-half of this tolerance, or 5 percent, shall be allowed for defects causing serious damage, including in this latter amount not more than 1 percent for soft or wet decay affecting the curd or butt. (See § 51.544.)

(2) *U.S. Commercial.* 20 percent for heads of cauliflower in any lot which fail to meet the requirements of the grade, but not more than one-half of this tolerance, or 10 percent, shall be allowed for defects causing serious damage, including in this latter amount not more than 1 percent for soft or wet decay affecting the curd or butt. (See § 51.544.)

(b) *For off-size.* 5 percent for heads of cauliflower smaller than the specified minimum curd size and 5 percent for heads of cauliflower larger than any specified maximum curd size. (See § 51.544.)

APPLICATION OF TOLERANCES

§ 51.544 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection,

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are subject to the following limitations:

(a) A package may contain not more than double any specified tolerance except that at least two defective and two off-size specimens may be permitted in any package: *Provided*, That not more than one specimen which is affected by soft or wet decay occurring on the curd or butt portion of the head may be permitted in any package: *And provided further*, That the averages for the lot are within the tolerances specified for the grade.

STANDARD SIZING

§ 51.545 Standard sizing.

(a) Any lot of cauliflower may be designated as meeting the requirements for standard sizing provided the variation in diameter of the curd in any individual package is not more than 1½ inches.

(b) In order to allow for variations incident to proper packing not more than 10 percent of the containers in any lot may fail to meet the requirements for standard sizing.

DEFINITIONS

§ 51.546 Clean.

"Clean" means that the curd is practically free from dirt or other foreign matter.

§ 51.547 Compact.

"Compact" means that the flower clusters are closely united and the curd is solid.

§ 51.548 Diameter.

"Diameter" means the greatest dimension measured in a straight line which would pass through the center of the curd.

§ 51.549 Fresh.

"Fresh" means that the jacket leaves are of normal color and are not wilted.

§ 51.550 Closely trimmed.

"Closely trimmed" means that the butts are smoothly trimmed and jacket leaves do not exceed the number and length necessary for protection against bruising, and do not extend above the crown of the curd. No jacket leaves are required on heads which are individually wrapped, or packed with cushions, partitions or other protective means.

§ 51.551 Fairly clean.

"Fairly clean" means the jacket leaves are not caked or badly smeared with dirt or other foreign matter.

§ 51.552 Curd.

"Curd" means the edible portion of the head exclusive of the butt and any attached jacket leaves.

§ 51.553 Soft or wet decay.

"Soft or wet decay" means any soft or mushy breakdown of the curd, butt, or leaves.

§ 51.554 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the cauliflower. The following specific defects shall be considered as damage:

(a) Bruising when the size or color of the affected area materially detracts from the appearance or marketing quality, or when more than a small portion of the curd has broken off;

(b) Cuts when materially detracting from the appearance or marketing quality, or when any cut exposes the flower stem;

(c) Discoloration when yellow or other abnormal color materially detracts from the appearance of the curd, or of the jacket leaves of closely trimmed cauliflower, or seriously detracts from the appearance of the jacket leaves of cauliflower not closely trimmed;

(d) Enlarged bracts when leaves growing up through and extending above the curd materially detract from the appearance of the head;

(e) Fuzziness when more than one-third of the curd surface has a distinct fuzzy appearance;

(f) Hollow stem when the opening extends into the curd, or when the opening is more than slightly discolored or watersoaked;

(g) Insects when any feeding injury on the curd is evident, or when the curd is more than slightly infested or the jacket leaves are more than moderately infested with aphids or other insects;

(h) Mold when the aggregate area of all spots exceeds that of a circle three-eighths inch in diameter, or when the area of any individual spot exceeds that of a circle one-eighth inch in diameter. Mold which causes disintegration of the curd is considered soft decay; and,

(i) Riciness when causing the surface of the curd to be abnormally rough or granular.

§ 51.555 Serious damage.

"Serious damage" means any specific defect described in this section, any other defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the cauliflower. The following specific defects shall be considered as serious damage:

(a) Insects when the curd is more than slightly infested or the jacket leaves badly infested with aphids or other insects, or when insect feeding injury seriously detracts from the appearance of the head;

(b) Soft or wet decay affecting any portion of the head.

METRIC CONVERSION TABLE

§ 51.556 Metric conversion table.

Inches	Millimeters (mm)
⅛ equals	3.2
¼ equals	6.4
½ equals	12.7
¾ equals	19.1
1 equals	25.4
1½ equals	38.1
2 equals	50.8
3 equals	76.2
4 equals	101.6
5 equals	127.0
6 equals	152.4
7 equals	177.8
8 equals	203.2
9 equals	228.6

Subpart—United States Standards for Celery

SOURCE: 24 FR 2640, Apr. 7, 1959, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.560 U.S. Extra No. 1.

"U.S. Extra No. 1" consists of stalks of celery of similar varietal characteristics which are well developed, well formed, clean, well trimmed, compact, and which are free from blackheart, brown stem, soft rot, doubles and free from damage caused by freezing, growth cracks, horizontal cracks, pithy branches, seedstems, suckers, wilting, blight, other disease, insects or mechanical or other means. Stalks shall be green unless specified as fairly well blanched, or mixed blanch.

(a) The average midrib length of the outer whorl of branches shall be not less than 7 inches.

(b) Unless otherwise specified in connection with the grade, stalks shall be of such length as to extend from one side, end or bottom of the container to within 1½ inches of the corresponding opposite side, end or top of the container. Such measurement shall not include the bulge. In any container when stalk length is specified, it shall be the minimum length in terms of whole inches of even number, as 12 inches, 14 inches, etc., in accordance with the facts.

(c) In order to allow for variations incident to proper grading and handling, the following tolerances shall be permitted:

(1) *For defects.* 10 percent, by count, in any lot for stalks which fail to meet the requirements of the grade, including therein not more than 2 percent for soft rot;

(2) *For off-length stalks.* 5 percent, by count, in any lot for stalks which fail to meet the minimum length required or specified; and,

(3) *For off-length midribs.* 5 percent, by count, in any lot for stalks which fail to meet the requirements as to average midrib length.

§ 51.561 U.S. No. 1.

"U.S. No. 1" consists of stalks of celery of similar varietal characteristics which are fairly well developed, fairly well formed, well trimmed, fairly compact, and which are free from blackheart and soft rot and free from damage caused by freezing, growth cracks, horizontal cracks, pithy branches, seedstems, suckers, dirt doubles, wilting, blight, other disease, insects or mechanical or other means. Stalks shall be green unless specified as fairly well blanched, or mixed blanch.

(a) Unless otherwise specified, the average midrib length of the outer whorl of branches shall be not less than 6 inches.

(b) Unless otherwise specified in connection with the grade, stalks shall be of such length as to extend from one side, end or bottom of the container to within 1½ inches of the corresponding opposite side, end or top of the container. Such measurement shall not include the bulge. In any container when stalk length is specified, it shall be the minimum length in terms of whole inches of even number, as 12 inches, 14 inches, etc., in accordance with the facts.

(c) In order to allow for variations incident to proper grading and handling, the following tolerances shall be permitted:

(1) *For defects.* 10 percent, by count, in any lot for stalks which fail to meet the requirements of the grade, including therein not more than 2 percent for soft rot;

(2) *For off-length stalks.* 5 percent, by count, in any lot for stalks which fail to meet the minimum length required or specified; and,

(3) *For off-length midribs.* 5 percent, by count, in any lot for stalks which fail to meet the requirements as to average midrib length.

§ 51.562 U.S. No. 2.

"U.S. No. 2" consists of stalks of celery of similar varietal characteristics which are reasonably well developed, reasonably well formed, fairly well trimmed and are free from blackheart and soft rot and free from serious damage caused by freezing, growth cracks, horizontal cracks, pithy branches, seedstems, dirt, doubles, wilting, blight, other disease, insects or mechanical or other means. Stalks shall be green unless specified as fairly well blanched, or mixed blanch.

(a) Unless otherwise specified, the average midrib length of the outer whorl of branches shall be not less than 4 inches.

(b) Unless otherwise specified in connection with the grade, stalks shall be of such length as to extend from one side, end or bottom of the container to within 1½ inches of the corresponding opposite side, end or top of the container. Such measurement shall not include the bulge. In any container when stalk length is specified, it shall be the minimum length in terms of whole inches of even number, as 12 inches, 14 inches, etc., in accordance with the facts.

(c) In order to allow for variations incident to proper grading and handling, the following tolerances shall be permitted:

(1) *For defects.* 10 percent, by count, in any lot for stalks which fail to meet the requirements of the grade, including therein not more than 2 percent for soft rot;

(2) *For off-length stalks.* 5 percent, by count, in any lot for stalks which fail to meet the minimum length required or specified; and,

(3) *For off-length midribs.* 5 percent, by count, in any lot for stalks which fail to meet the requirements as to average midrib length.

UNCLASSIFIED

§ 51.563 Unclassified.

"Unclassified" consists of stalks of celery which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

COUNT

§ 51.564 Requirements as to count.

(a) The number of stalks of celery in the container may be specified by numerical count or in terms of dozens or half-dozens. Variations from the number specified shall be permitted as follows: *Provided*, That the average for the lot is not less than the number specified:

Specified number per package	Variations permitted in individual packages
24 stalks or less	1 stalk variation
25 to 50 stalks, inclusive	3 stalk variation
51 to 70 stalks, inclusive	4 stalk variation
More than 70 stalks	5 stalk variation

APPLICATION OF TOLERANCES

§ 51.565 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified:

(1) For packages which contain 20 specimens or more and a tolerance of 10 percent or more is provided, individual packages in any lot may contain not more than one and one-half times the tolerance specified. For packages which contain 20 specimens or more and a tolerance of less than 10 percent is provided, individual packages may contain not more than double the tolerance specified except that at least one defective and one off-size specimen may be permitted in any package; and,

(2) For packages which contain less than 20 specimens, individual packages in any lot may contain not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any package: *Provided*, That for packages which contain 6 specimens or less, individual packages in any lot are not restricted as to the percentage of defects: *And provided further*, That not more than one specimen which is affected by decay or otherwise seriously damaged and one off-size specimen may be permitted in any package.

DEFINITIONS

§ 51.566 Stalk.

"Stalk" means an individual plant.

§ 51.567 Similar varietal characteristics.

"Similar varietal characteristics" means that the stalks in any package have the same general appearance and character of growth.

§ 51.568 Well developed.

"Well developed" means that the branches are of good width and thickness in relation to the length of midribs and type of celery and that the heart branches are of reasonable number, length and stockiness.

§ 51.569 Well formed.

"Well formed" means that the branches are fairly straight and not more than slightly curved or twisted.

§ 51.570 Clean.

"Clean" means that the stalk is practically free from dirt or other foreign material. Stalks shall be permitted to have a small amount of dirt on the inside of the branches or in the heart branches which cannot be removed by good commercial methods of washing.

§ 51.571 Well trimmed.

"Well trimmed" means that not more than 2 relatively thin, short or spindly, or coarse and fibrous outer branches remain; that the main root has been cut off so as not to extend more than 1½ inches below the point of attachment of the lowest outer branch; that secondary rootlets are not of such number or length as to materially affect the appearance of the stalk; and, that the appearance is not materially affected by the presence of discolored leaves or by excessive removal of leaves or portions of leaves.

§ 51.572 Compact.

"Compact" means that the branches on the stalk are fairly close together throughout most of their length.

§ 51.573 Damage.

"Damage", unless otherwise specifically defined in this section, means any defect which materially affects the appearance, or the edible or shipping quality of the celery stalk or the general appearance of the stalks in the container. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Growth cracks when more than 2 branches are affected by growth cracks which are over one-half inch in length, or when more than 6 branches have growth cracks;

(b) Horizontal cracks when more than 3 branches have horizontal cracks which are over one-half inch in length, or when more than 6 branches have horizontal cracks;

(c) Pithy branches when more than 2 are pithy in that portion of the midrib between a point 1½ inches above the point of attachment to the base and the first node, or between a point 1½ inches below the first node and the point of attachment to the base, or when pith occurs at both ends of the midrib and more than a total of 1½ inches is affected: *Provided*, That stalks having 6 outer branches or less shall have not more than one-third of the outer branches affected by pith as described above;

(d) Seedstems when the length of seedstem exceeds twice the diameter of the stalk or 8 inches in length (see §§ 51.587 and 51.588);

(e) Dirt when there is caked dirt on the stalk, or when dirt is present between the branches to the extent that the appearance is materially affected;

(f) Doubles when not separated and the appearance is materially affected, or when separated and either of the stalks is badly curved;

(g) Disease: (1) Brown stem, cracked stem and crater blotch when materially affecting more than 2 branches, or when the aggregate area exceeds two-thirds of a square inch on the branches; and,

(2) Discoloration when each of more than 2 branches or ¼ of the branches of the stalk, whichever is less, has more than 3 distinct hair-like lines more than 3 inches long occurring on the outer side of the branch or an aggregate area of more than ¼ by 1 inch of blotch or solid type discoloration occurring on the inner side;

(h) Insects when worms are present, or when insect injury occurs on heart branches, or when insect injury affects the midrib portion of more than 2 branches, or when injury or other portions materially affects the appearance of the stalk; and,

(i) Mechanical injury when the root has been cut off too closely leaving the branches without support; when more than 2 branches are materially scuffed or bruised; when the branches have been broken above the first node to an extent which materially affects the appearance; or when more than 2 branches are broken below the first node except that all branches may be cut below the first node provided the stalk is of the length specified.

§ 51.574 Green.

"Green" means that the middle portions of the outer branches on the stalk are generally green to light green color.

§ 51.575 Fairly well blanched.

"Fairly well blanched" means that the midrib portions of the outer branches on the stalk are generally of a creamy white to pale green color.

§ 51.576 Mixed blanch.

"Mixed blanch" consists of green and fairly well blanched stalks of celery in the same container.

§ 51.577 Average midrib length.

"Average midrib length" means the average length of all the branches in the outer whorl measured from the point of attachment at the base to the first node.

§ 51.578 Branch.

"Branch" means the leaf of a stalk and consists of the edible stem-like portion and the tops or leaf blades.

§ 51.579 Length of stalk.

"Length of stalk" means the distance from where the root is cut off to a point which represents the average length of the longest branches.

§ 51.580 Fairly well developed.

"Fairly well developed" means that the branches are of fairly good width and thickness in relation to the length of midribs and type of celery and that there is not excessive open space in the center of the stalk.

§ 51.581 Fairly well formed.

"Fairly well formed" means that the branches are reasonably straight and not more than moderately curved or twisted.

§ 51.582 Fairly compact.

"Fairly compact" means that the branches on the stalk are reasonably close together throughout most of their length.

§ 51.583 Reasonably well developed.

"Reasonably well developed" means that the branches are of reasonable width and thickness in relation to the length of midribs and type of celery.

§ 51.584 Reasonably well formed.

"Reasonably well formed" means that the branches are not crooked, curved or twisted to the extent that the appearance of the stalk is seriously affected.

§ 51.585 Fairly well trimmed.

"Fairly well trimmed" means that the main root has been cut off so that it does not extend more than 3 inches below the point of attachment of the lowest outer branch, and that secondary rootlets are not of such number or length as to seriously affect the appearance of the stalk.

§ 51.586 Serious damage.

"Serious damage", unless otherwise specifically defined in this section, means any defect which seriously affects the appearance, or the edible or shipping quality of the celery stalk or the general appearance of the stalks in the container. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Growth cracks when more than 4 branches are affected by growth cracks which are over one-half inch in length, or when more than 8 branches have growth cracks;

(b) Horizontal cracks when more than 5 branches have horizontal cracks which are over one-half inch in length, or when more than 8 branches have horizontal cracks;

(c) Pithy branches when more than 4 are pithy in that portion of the midrib between a point 1½ inches above the point of attachment to the base and the first node, or between a point 1½ inches below the first node and the point of attachment to the base, or when pith occurs at both ends of the midrib and more than a total of 1½ inches is affected: *Provided*, That stalks having 6 outer branches or less shall have not more than one-half of the outer branches affected by pith as described above;

(d) Seedstems when the length of seedstem exceeds 3 times the diameter of the stalk (see §§ 51.587 and 51.588);

(e) Dirt when dirt is badly caked on the stalk;

(f) Doubles when the inner branches are not fairly well protected;

(g) Disease: (1) Brown stem, cracked stem and crater blotch when seriously affecting more than 4 branches, or when the aggregate area exceeds 1 square inch on the branches; and,

(2) Discoloration when each of more than 5 branches or ½ of the branches of the stalk, whichever is less, has more than 3 distinct hair-like lines more than 3 inches long occurring on the outer side of the branch or an aggregate area of more than ¼ by 1 inch of blotch or solid type discoloration occurring on the inner side;

(h) Insects when worms are present, or when insect injury affects the midrib portion of more than 4 branches, or when injury on other portions seriously affects the appearance of the stalk; and,

(i) Mechanical injury when the root has been cut off too closely leaving the branches without support; when more than 4 branches are materially scuffed or bruised; when the branches have been broken above the first node to an extent which seriously affects the appearance; or when more than 4 branches are broken below the first node except all branches may be cut below the first node provided the stalk is of the length specified.

§ 51.587 Diameter.

"Diameter" means the greatest dimension of the stalk measured at a point 2 inches above the point of attachment of the lowest outer branch to the base.

§ 51.588 Length of seedstem.

"Length of seedstem" means the distance from the base of the outer branches of the stalk to the top of the actual seedstem, exclusive of any leaves or leafstems attached to the top of the seedstem.

Subpart—United States Consumer Standards for Celery Stalks

SOURCE: 18 FR 7089, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.595 General.

These standards do not apply to celery hearts.

GRADES

§ 51.596 U.S. Grade AA.

U.S. Grade AA shall consist of stalks of celery of similar varietal characteristics, which are well developed, and have good heart formation; which are clean, well trimmed, fairly compact, and are free from blackheart, brown stem, decay (except dry type crater rot), doubles, and from damage caused by crater rot, wilting, cutworms, freezing, suckers, growth cracks, hollow crown, pithy branches, seedstems, rust, cracked stem, other diseases, insects or mechanical or other means.

(a) The average midrib length of the outer whorl of branches on stalks in this grade shall be not less than 7 inches. (See §§ 51.599 and 51.600.)

(b) Incident to proper grading and handling other than for average midrib length of branches not more than 5 percent, by count, of the stalks in any lot may fail to meet the requirements of the grade including not more than 1 percent for stalks affected by moist type decay. In addition, not more than 3 percent, by count, of the stalks in any lot may fail to meet the requirements as to average midrib length of the stalks.

§ 51.597 U.S. Grade A.

U.S. Grade A shall consist of stalks of celery of similar varietal characteristics which are fairly well developed and have fairly good heart formation; which are clean, well trimmed, and not badly spread, and which are free from blackheart, decay (except dry type crater rot), doubles, and from damage caused by crater rot, brown stem, wilting, cutworms, freezing, suckers, growth cracks, hollow crown, pithy branches, seedstems, rust, cracked stem, other diseases, insects, or mechanical or other means.

(a) The average midrib length of the outer whorl of branches on stalks in this grade shall be not less than 5 inches. (See §§ 51.599 and 51.600.)

(b) Incident to proper grading and handling other than for average midrib length of branches, not more than 5 percent, by count, of the stalks in any lot may fail to meet the requirements of the grade including not more than 1 percent for stalks affected by moist type decay. In addition, not more than 3 percent, by count, of the stalks in any lot may fail to meet the requirements as to average midrib length of the stalks.

§ 51.598 U.S. Grade B.

U.S. Grade B shall consist of stalks of celery of similar varietal characteristics which are fairly well developed, which are clean, well trimmed and free from blackheart, decay (except dry type crater rot), doubles, and from serious damage caused by crater rot, brown stem, wilting, cutworms, freezing, suckers, growth cracks, hollow crown, pithy branches, seedstems, rust, cracked stem, other diseases, insects, or mechanical or other means.

(a) The average midrib length of the outer whorl of branches on stalks in this grade shall be not less than 4 inches. (See §§ 51.599 and 51.600.)

(b) Incident to proper grading and handling other than for average midrib length of branches, not more than 5 percent, by count, of the stalks in any lot may fail to meet the requirements of this grade including not more than 1 percent for stalks affected by moist type decay. In addition not more than 3 percent, by count, of the stalks in any lot may fail to meet the requirements as to average midrib length of the stalks.

BLANCHING; LENGTH OF STALKS

§ 51.599 Blanching.

There are no requirements in the grades as to blanching. However, celery stalks may be classed as "green" when they have a medium to dark green appearance, fairly "well blanched" when the midrib portions of the branches on the stalks are generally of a light greenish to creamy white color, or "well blanched" when the midrib portions of the branches on the stalks are generally of a creamy white color. Not more than 5 percent of the stalks in any lot may fail to meet the requirements of any of the above classes.

§ 51.600 Length of stalks.

There are no requirements in the grades as to stalk length. However, when the stalk length is specified it shall be determined by measuring the distance from where the main root is cut off, to a point which represents the average length of the longest branches and leaves expressed in terms of the nearest whole inch. Incident to proper sizing, not more than 5 percent, by count, of the stalks in any lot may fail to meet any specified stalk length.

OFF-GRADE

§ 51.601 Off-Grade celery.

Celery stalks which fail to meet the requirements of any of the foregoing grades shall be Off-Grade celery stalks.

DEFINITIONS

§ 51.602 Stalk.

"Stalk" means an individual plant.

§ 51.603 Similar varietal characteristics.

"Similar varietal characteristics" means that the stalks in any container have the same character of growth. For example, celery of Giant Pascal and Golden Self Blanching types must not be mixed.

§ 51.604 Well developed.

"Well developed" means that the outer branches are of good width in relation to the length of midribs and type of celery.

§ 51.605 Good heart formation.

"Good heart formation" means that the stalk has a reasonable number of stocky inner heart branches for its size.

§ 51.606 Clean.

"Clean" means that the stalk is practically free from dirt or other foreign materials. Stalks shall be permitted to have a small amount of dirt on the inside of the branches or in the heart branches which cannot be removed by good commercial methods of washing.

§ 51.607 Well trimmed.

"Well trimmed" means that the outside coarse and damaged branches have been removed and that the root or roots have been neatly trimmed to a reasonable length for the size of the stalk.

§ 51.608 Fairly compact.

"Fairly compact" means that the branches are fairly close together on the stalk.

§ 51.609 Damage.

"Damage" means any injury or defect which materially affects the appearance, or edible or shipping quality. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect shall be considered as damage:

(a) Crater rot, when moist, or when occurring on more than 2 branches, or when aggregating more than two-thirds of a square inch on the branch or branches.

(b) Cutworms, when the worms are present, or when worm injury occurs on the heart branches, or when occurring on the midrib portion of more than two branches, or when aggregating more than one-half of a square inch on the midrib portion of the branch or branches.

(c) Growth cracks, when the stalk has more than one branch affected by growth cracks any of which are more than one-half inch long.

(d) Pithy branches, when the midribs of more than one branch are pithy. Pithy branches means those which have a distinctly open texture with air spaces in the central portion.

(e) Seedstems, when the stalk has a seedstem the length of which is more than one and one-half times the greatest diameter of the stalk. The greatest diameter of the stalk shall be measured at a point two inches above the point of attachment of the outer branches to the root. The length of the seedstem shall be measured from the point of attachment of the outer branches at the base of the seedstem to the top of the actual seedstem, exclusive of any leaves or leaf stems attached to the top of the seedstem.

(f) Rust, when there are more than five hair-like lines of any length on one or more heart branches, or when there is more than one square inch in the aggregate on branches other than heart branches.

(g) Cracked stem, when there is more than one-half of a square inch in the aggregate on any or all branches.

§ 51.610 Midrib length.

"Midrib length" of a branch means the distance between the point of attachment to the root and the first node.

§ 51.611 Fairly well developed.

"Fairly well developed" means that the outer branches are not spindly or abnormally short and thin.

§ 51.612 Fairly good heart formation.

"Fairly good heart formation" means that the stalk has a moderate number of fairly stocky inner heart branches for its size.

§ 51.613 Serious damage.

"Serious damage" means any injury or defect which seriously affects the appearance, or edible or shipping quality. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Crater rot, when moist, or when occurring on more than three branches, or when aggregating more than one square inch on the branch or branches.

(b) Cutworms, when the worms are present, or when worm injury occurs on the heart branches, or when occurring on the midrib portion of more than three branches, or when aggregating more than one square inch on the midrib portion of the branch or branches.

(c) Growth cracks, when the stalk has more than two branches affected by growth cracks any of which are more than one-half inch long.

(d) Pithy branches, when the midribs of more than two branches are pithy. Pithy branches means those which have a distinctly open texture with air spaces in the central portion.

(e) Seedstems, when the stalk has a seedstem the length of which is more than three times the greatest diameter of the stalk. The greatest diameter of the stalk shall be measured at a point two inches above the point of attachment of the outer branches to the root. The length of the seedstem shall be measured from the point of attachment of the outer branches at the base of the seedstem to the top of the actual seedstem, exclusive of any leaves or leafstems attached to the top of the seedstem.

(f) Rust, when there are more than fifteen hair-like lines of any length on one or more heart branches, or when there are more than one and one-half square inches in the aggregate on branches other than heart branches.

(g) Cracked stem, when there is more than one square inch in the aggregate on any or all branches.

Subpart—United States Standards for Grades of Grapefruit (Texas and States Other Than Florida, California, and Arizona)

SOURCE: 34 FR 13905, Aug. 30, 1969, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.620 U.S. Fancy.

"U.S. Fancy" consists of grapefruit which meet the following requirements:

(a) Basic requirements:

(1) Discoloration:

(i) Not more than one-tenth of the surface, in the aggregate, may be affected by discoloration. (See § 51.638.)

(2) Firm;

(3) Mature;

(4) Similar varietal characteristics;

(5) Smooth texture;

(6) Well formed; and,

(7) Well colored.

(b) Free from:

(1) Ammoniation;

(2) Bruises;

(3) Buckskin;

(4) Cuts not healed;

(5) Skin breakdown;

(6) Decay;

(7) Growth cracks;

(8) Scab;

(9) Sprayburn; and,

(10) Wormy fruit.

(c) Not injured by:

(1) Green spots;

(2) Oil spots;

(3) Scale;

(4) Scars; and,

(5) Thorn scratches.

(d) Not damaged by any other cause.

(e) For tolerances see § 51.628.

§ 51.621 U.S. No. 1.

"U.S. No. 1" consists of grapefruit which meet the following requirements:

(a) Basic requirement:

(1) Discoloration:

(i) Not more than one-half of the surface, in the aggregate, may be affected by discoloration. (See § 51.638.)

(2) Firm;

(3) Mature;

(4) Similar varietal characteristics;

(5) Fairly well colored;

(6) Fairly smooth texture; and,

(7) Fairly well formed.

(b) Free from:

(1) Bruises;

(2) Cuts not healed;

(3) Caked melanose;

(4) Growth cracks;

(5) Sprayburn;

(6) Decay; and,

(7) Wormy fruit.

(c) Not damaged by any other cause.

(d) For tolerances see § 51.628.

§ 51.622 U.S. No. 1 Bright.

The requirements for this grade are the same as for U.S. No. 1 except that no fruit may have more than one-tenth of its surface, in the aggregate, affected by discoloration.

(a) For tolerances see § 51.628.

§ 51.623 U.S. No. 1 Bronze.

The requirements for this grade are the same as for U.S. No. 1 except that all fruit must show some discoloration. Not less than the number of fruits required in § 51.628, Tables I and II, shall have more than one-half of their surface, in the aggregate, affected by discoloration. The predominating discoloration on these fruits shall be of rust mite type.

(a) For tolerances see § 51.628.

§ 51.624 U.S. Combination.

"U.S. Combination" consists of a combination of U.S. No. 1 and U.S. No. 2 grapefruit: *Provided*, That the number of U.S. No. 2 fruits specified in § 51.628, Tables I and II, are not exceeded.

§ 51.625 U.S. No. 2.

"U.S. No. 2" consists of grapefruit which meet the following requirements:

(a) Basic requirements:

(1) Discoloration:

(i) Not more than two-thirds of the surface, in the aggregate, may be affected by discoloration. (See § 51.638.)

(2) Fairly firm;

(3) Mature;

(4) Similar varietal characteristics;

(5) May be slightly colored;

(6) Not more than slightly misshapen; and,

(7) Not more than slightly rough texture.

(b) Free from:

(1) Bruises;

(2) Cuts not healed;

(3) Growth cracks;

(4) Decay; and,

(5) Wormy fruit.

(c) Not seriously damaged by any other cause.

(c) For tolerances see § 51.628.

§ 51.626 U.S. No. 2 Russet.

The requirements for this grade are the same as for U.S. No. 2 except that not less than the number of fruits required in § 51.628, Tables I and II, shall have more than two-thirds of their surface, in the aggregate, affected by discoloration.

(a) For tolerances see § 51.628.

§ 51.627 U.S. No. 3.

"U.S. No. 3" consists of grapefruit which meet the following requirements:

(a) Basic requirements:

(1) Mature;

(2) Similar varietal characteristics;

(3) May be misshapen;

(4) May be slightly spongy;

(5) May have rough texture;

(6) Not seriously lumpy or cracked; and,

(7) May be poorly colored.

(i) Not more than 25 percent of the surface may be of a solid dark green color.

(b) Free from:

(1) Cuts not healed;

(2) Decay; and,

(3) Wormy fruit.

(c) Not very seriously damaged by any other cause.

(d) For tolerances see § 51.628.

TOLERANCES

§ 51.628 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, based on sample inspection, the number of defective or off-size specimens in the individual sample, and the number of defective or off-size specimens in the lot, shall be within the limitations specified in Tables I and II. No tolerance shall apply to wormy fruit.

TABLE I—SHIPPING POINT [1]

(A) FOR 1 THROUGH 20 SAMPLES

Factor	Grades	AL [2]	Number of 33-count samples [3]																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
			Acceptance numbers (maximum permitted) [4]																			
Decay	U.S. Fancy U.S. No. 1 U.S. Combination U.S. No. 2	1	0	0	0	1	[5]1	2	2	2	2	[5]2	2	2	3	3	3	[5]3	3	4	4	4
	U.S. No. 3	1	0	1	[5]1	1	2	[5]2	2	3	3	[5]3	3	4	4	4	[5]4	5	5	5	[5]5	5
Very serious damage including decay	U.S. Fancy U.S. No. 1 U.S. Combination U.S. No. 2	4	3	5	7	8	10	11	13	14	16	17	18	20	21	23	24	25	27	28	30	32
Total defects including decay and very serious damage	U.S. Fancy U.S. No. 1 U.S. No. 2 U.S. No. 3	5	5	9	12	16	19	22	25	28	31	34	37	40	44	46	49	52	55	58	61	64
	U.S. Combination (U.S. No. 2's permitted)	21	18	33	47	62	76	90	104	119	133	147	161	174	188	202	216	230	244	257	271	285
Off size		7	5	9	12	16	19	22	25	28	31	34	37	40	44	46	49	52	55	58	61	64
Discoloration	U.S. No. 1 U.S. No. 1 Bright U.S. No. 2 U.S. Combination	7	5	9	12	16	19	22	25	28	31	34	37	40	44	46	49	52	55	58	61	64
			Acceptance numbers (minimum required) [4]																			
	U.S. No. 1 Bronze U.S. No. 2 Russet	0	2	4	8	11	14	18	21	25	28	32	36	39	43	47	50	53	57	61	64	68

TABLE I—SHIPPING POINT [1]—Continued

(B) FOR 21 THROUGH 40 SAMPLES

Factor	Grades	AL [2]	Number of 33-count samples [3]																			
			21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
			Acceptance numbers (maximum permitted) [4]																			
Decay	U.S. Fancy U.S. No. 1 U.S. Combination U.S. No. 2	1	4	4	[5]4	4	4	5	5	5	5	5	[5]5	5	5	6	6	6	6	6	[5]6	6
	U.S. No. 3	1	5	6	6	6	[5]6	6	7	7	7	[5]7	7	8	8	8	8	[5]8	9	9	9	9
Very serious damage including decay	U.S. Fancy U.S. No. 1 U.S. Combination U.S. No. 2	4	32	34	35	36	38	39	40	42	43	44	45	47	48	49	51	52	53	54	56	57
Total defects including decay and very serious damage	U.S. Fancy U.S. No. 1 U.S. No. 2 U.S. No. 3	5	67	70	73	76	79	82	84	87	90	93	96	99	102	105	107	110	113	116	119	122
	U.S. Combination (U.S. No. 2's permitted)	21	298	312	326	339	353	367	380	394	408	421	435	449	462	476	489	503	517	530	544	557
Off size		7	67	70	73	76	79	82	84	87	30	93	96	99	102	105	107	110	113	116	119	122
Discoloration	U.S. No. 1																					

TABLE I—SHIPPING POINT [1]—Continued—Continued

(B) FOR 21 THROUGH 40 SAMPLES

Factor	Grades	AL [2]	Number of 33-count samples [3]																			
			21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
	U.S. No. 1 Bright U.S. No. 2 U.S. Combination	7	67	70	73	76	79	82	84	87	90	93	96	99	102	105	107	110	113	116	119	122
			Acceptance numbers (minimum required) [4]																			
	U.S. No. 1 Bronze U.S. No. 2 Russet	0	72	76	80	84	88	92	96	[5] 99	103	107	110	114	118	122	126	130	134	137	141	145

[1] Shipping point, as used in these standards, means the point of origin of the shipment in the production area or at port of loading for ship stores or overseas shipments, or in the case of shipments from outside the continental United States, the port of entry into the United States.

[2] AL—Absolute limit permitted in individual 33-count sample.

[3] Same size 33-count.

[4] Acceptance number—maximum or minimum number of defective or off-size fruit permitted.

[5] Preferred number of samples for this acceptance number.

TABLE II—EN ROUTE OR AT DESTINATION

Factor	Grades	AL [1]	Number of 33-count samples [2]																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
			Acceptance numbers (maximum permitted) [3]																			
Decay	All	3	2	3	4	5	6	7	8	9	10	11	12	13	[4] 13	14	15	16	17	18	[4] 18	19

Very Serious damage other than decay	U.S. Fancy U.S. No. 1 U.S. No. 2 U.S. Combination	4	3	5	7	8	10	11	13	14	16	17	18	20	21	23	24	25	27	28	30	31
Total defects including very serious damage other than decay	U.S. Fancy U.S. No. 1 U.S. No. 2 U.S. No. 3	5	5	9	12	16	19	22	25	28	31	34	37	40	44	46	49	52	55	58	61	64
	U.S. Combination (U.S. No. 2's permitted)	21	18	33	47	62	76	90	104	119	133	147	161	174	188	202	216	230	244	257	271	28
Off-size	-	7	5	9	12	16	19	22	25	28	31	34	37	40	44	46	49	52	55	58	61	64
Discoloration	U.S. No. 1 U.S. No. 1 Bright U.S. No. 2 U.S. Combination	7	5	9	12	16	19	22	25	28	31	34	37	40	44	46	49	52	55	58	61	64
		Acceptance numbers (minimum required) [4]																				
	U.S. No. 1 Bronze U.S. No. 2 Russet	0	2	4	8	11	14	18	21	25	28	32	36	39	43	47	50	53	57	61	64	68

[1] Absolute limit permitted in individual 33-count sample.
[2] Sample size—33-count.
[3] Acceptance number—maximum or minimum number of defective or off-size fruit permitted.
[4] Preferred number of samples for this acceptance number.

SAMPLE FOR GRADE OR SIZE DETERMINATION

§ 51.629 Sample for grade or size determination.

Each sample shall consist of 33 grapefruit. When individual packages contain at least 33 grapefruit, the sample is drawn from one package; when individual packages contain less than 33 grapefruit, a sufficient number of adjoining packages are opened to form a 33-count sample. When practicable, at point of packaging, the sample may be obtained from the grading belt or bins after sorting has been completed.

STANDARD PACK

§ 51.630 Standard pack.

(a) Fruits shall be fairly uniform in size, unless specified as uniform in size. When packed in boxes or cartons, fruit shall be arranged according to the approved and recognized methods.

(b) All packages shall be tightly packed and well filled but the contents shall not show excessive or unnecessary bruising because of overfilled packages. When grapefruits are packed in cartons or in wire-bound boxes, each container shall be at least level full at time of packing.

(c) "Fairly uniform in size" means that not more than the number of fruits permitted in § 51.628, Tables I and II, are outside the ranges of diameters given in the following table:

TABLE III—1⅗ BUSHEL BOX

(Diameter in inches)

Pack size	Minimum	Maximum
48's	$4\frac{5}{16}$	5
54's or 56's	$4\frac{4}{16}$	$4\frac{14}{16}$
64's	$3\frac{15}{16}$	$4\frac{9}{16}$
70's or 72's	$3\frac{13}{16}$	$4\frac{5}{16}$
80's	$3\frac{10}{16}$	$4\frac{4}{16}$
96's	$3\frac{6}{16}$	$3\frac{14}{16}$
112's or 113's	$3\frac{4}{16}$	$3\frac{10}{16}$
125's or 126's	3	$3\frac{8}{16}$

(d) "Uniform in size" means that not more than the number of fruits permitted in § 51.628, Tables I and II, vary more than the following amounts:

(1) 64 size and smaller—not more than six-sixteenths inch in diameter; and,

(2) 54 size and larger—not more than nine-sixteenths inch in diameter.

(e) In order to allow for variations, other than sizing, incident to proper packing, not more than 5 percent of the packages in any lot may fail to meet the requirements of standard pack.

DEFINITIONS

§ 51.631 Mature.

"Mature" shall have the same meaning currently assigned that term in the laws and regulations of the State in which the grapefruit is grown; or as the definition of such term may hereafter be amended.

§ 51.632 Similar varietal characteristics.

"Similar varietal characteristics" means that the fruits in any container are similar in color and shape.

§ 51.633 Well colored.

"Well colored" means that the fruit is yellow in color with practically no trace of green color.

§ 51.634 Firm.

"Firm" means that the fruit is not soft, or noticeably wilted or flabby, and the skin is not spongy or puffy.

§ 51.635 Well formed.

"Well formed" means that the fruit has the shape characteristic of the variety.

§ 51.636 Smooth texture.

"Smooth texture" means that the skin is thin and smooth for the variety and size of the fruit.

§ 51.637 Injury.

"Injury" means any specific defect described in § 51.652, Table IV; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which slightly detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.638 Discoloration.

"Discoloration" means russeting of light shade of golden brown caused by rust mite or other means. Lighter shades of discoloration caused by smooth or fairly smooth, superficial scars or other means may be allowed on a greater area, or darker shades may be allowed on a lesser area, provided no discoloration caused by speck type melanose or other means may detract from the appearance of the fruit to a greater extent than the shade and amount of discoloration allowed in the grade.

§ 51.639 Fairly well colored.

"Fairly well colored" means that except for a 1-inch circle in the aggregate of green color, the yellow color predominates over the green color on that part of the fruit which is not discolored.

§ 51.640 Fairly well formed.

"Fairly well formed" means that the fruit may not have the shape characteristic of the variety but is not elongated or pointed or otherwise deformed.

§ 51.641 Fairly smooth texture.

"Fairly smooth texture" means that the skin is not materially rough or coarse and that the skin is not thick for the variety.

§ 51.642 Damage.

"Damage" means any specific defect described in § 51.652, Table IV or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.643 Fairly firm.

"Fairly firm" means that the fruit may be slightly soft, but not bruised and the skin is not spongy or puffy.

§ 51.644 Slightly misshapen.

"Slightly misshapen" means that the fruit is not of the shape characteristic of the variety but is not appreciably elongated or pointed or otherwise deformed.

§ 51.645 Slightly rough texture.

"Slightly rough texture" means that the skin is not smooth or fairly smooth but is not excessively rough or excessively thick, or materially ridged, grooved or wrinkled.

§ 51.646 Serious damage.

"Serious damage" means any specific defect described in § 51.652, Table IV; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.647 Slightly colored.

"Slightly colored" means that, except for a 2-inch circle in the aggregate of green color, the portion of the fruit surface which is not discolored shows some yellow color.

§ 51.648 Misshapen.

"Misshapen" means that the fruit is decidedly elongated, pointed or flat sided.

§ 51.649 Slightly spongy.

"Slightly spongy" means that the fruit is puffy or slightly wilted but not flabby.

§ 51.650 Very serious damage.

"Very serious damage" means any specific defect described in § 51.652, Table IV; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which very seriously detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.651 Diameter.

"Diameter" means the greatest dimension measured at right angles to a line from stem to blossom end.

§ 51.652 Classification of defects.

TABLE IV

Factor	Injury	Damage	Serious damage	Very serious damage
Ammoniation		Not occurring as light speck type	Scars are cracked or dark and aggregating more than a circle ¾ inch in diameter on a 70 size grapefr .t	Aggregating more than 25 percent of the surface
Buckskin		Aggregating more than a circle 1¼ inches in diameter on a 70 size grapefruit	Aggregating more than 25 pe ent of the surface	Aggregating more than 50 percent of the surface
Caked melanose			Aggregating more than a circle 1 inch in diameter on a 70 size grapefruit	Aggregating more than 25 percent of the surface
Dryness or mushy condition		Affecting all segments more than ¼ inch at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit	Affecting all segments more than ½ inch at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit	Affecting all segments more than ¾ inch at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit
Green spots or oil spots	More than slightly affecting appearance	Aggregating more than a circle 1 inch in diameter on a 70 size grapefruit	Aggregating more than a circle 1½ inches in diameter on a 70 size grapefruit	
Hail	Not well healed, or aggregating more than a circle ¼ inch in diameter on a 70 size grapefruit	Not well healed, or aggregating more than a circle ½ inch in diameter on a 70 size grapefruit	Not well healed, or aggregating more than a circle ¾ inch in diameter on a 70 size grapefruit	Not well healed, or aggregating more than a circle 1 inch in diameter on a 70 size grapefruit
Scab		Materially detracts from the shape or texture, or aggregating more than a circle ¾ inch in diameter on a 70 size grapefruit	Seriously detracts from the shape or texture, or aggregating more than a circle 1 inch in diameter on a 70 size grapefruit	Aggregating more than 25 percent of the surface
Scale	More than a few adjacent to the "button" at the stem end, or more than 6 scattered on other portions of the fruit	Blotch aggregating more than a circle ¾ inch in diameter, or occurring as a ring more than a circle 1¼ inches in diameter on a 70 size grapefruit	Blotch aggregating more than a circle 1 inch in diameter, or occurring as a ri g more than a circle 1½ inches in diameter on a 70 size grapefruit	Aggregating more than 25 percent of the surface
Skin breakdown		Aggregating more than a circle ¼ inch in diameter on a 70 size grapefruit	Aggregating more than a circle ¾ inch in diameter on a 70 size grapefruit	Aggregating more than a circle 1¼ inches in diameter on a 70 size grapefruit
Scars	Depressed and smooth, or detracts from appearance more than the amount of discoloration permitted in the grade	Very deep or very rough aggregating more than a circle ½ inch in diameter; deep or rough aggregating more than 1 inch in diameter; slightly rough or of slight depth aggregating more than 10 percent of fruit surface. All areas based on a 70 size grapefruit	Very deep or very rough aggregating more than a circle 1 inch in diameter; deep or rough aggregating more than 5 percent of fruit surface; slight depth or slightly rough aggregating more than 15 percent of fruit surface. All areas based on a 70 size grapefruit	Very deep or very rough or unsightly that appearance is very seriously affected
Sprayburn	Hard, or aggregating more than a circle 1¼ inches in diameter on a 70 size grapefruit	Aggregating more than 25 percent of the surface		

Sunburn	Skin is flattened, dry, darkened, or hard, aggregating more than 25 percent of fruit surface.	Skin is hard, fruit is decidedly one-sided, aggregating more than one-third of fruit surface.	Aggregating more than 50 percent of fruit surface.	
Sprouting	More than 6 seeds are sprouted, including not more than 1 sprout extending to the rind, remainder average not over ¼ inch in length.	More than 6 seeds are sprouted, including not more than 2 sprouts extending to the rind, remainder average not over ½ inch in length.	More than 6 seeds are sprouted, including not more than 3 sprouts extending to the rind, remainder average not over ¾ inch in length.	
Thorn scratches	Not well healed, or more unsightly than discoloration permitted in the grade.	Not well healed, hard concentrated thorn injury aggregating more than a circle ¾ inch in diameter, or slight scratches aggregating more than a circle 1 inch in diameter. All areas based on a 70 size grapefruit.	Not well healed, hard concentrated thorn injury aggregating more than a circle ⅞ inch in diameter, or slight scratches aggregating more than a circle 1¼ inches in diameter. All areas based on a 70 size grapefruit.	Aggregating more than 25 percent of the surface.

METRIC CONVERSION TABLE

§ 51.653 Metric conversion table.

Inches	Millimeters (mm)
$\frac{1}{4}$ equals	6.4
$\frac{3}{8}$ equals	9.5
$\frac{1}{2}$ equals	12.7
$\frac{9}{16}$ equals	14.3
$\frac{5}{8}$ equals	15.9
$\frac{3}{4}$ equals	19.1
$\frac{7}{8}$ equals	22.2
1 equals	25.4
$1\frac{1}{4}$ equals	31.8
$1\frac{1}{2}$ equals	38.1
3 equals	76.2
$3\frac{2}{16}$ equals	79.4
$3\frac{6}{16}$ equals	85.7
$3\frac{8}{16}$ equals	88.9
$3\frac{10}{16}$ equals	92.1
$3\frac{13}{16}$ equals	96.8
$3\frac{14}{16}$ equals	98.4
$3\frac{15}{16}$ equals	100.0
$4\frac{2}{16}$ equals	104.8
$4\frac{5}{16}$ equals	109.5
$4\frac{8}{16}$ equals	114.3
$4\frac{12}{16}$ equals	120.7
5 equals	127.0

Subpart—United States Standards for Grades of Oranges (Texas and States Other Than Florida, California, and Arizona)

SOURCE: 34 FR 13909, Aug. 30, 1969; 34 FR 14325, Sept. 12, 1969, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.680 General.

The standards in this subpart apply only to the common or sweet orange group and varieties belonging to the Mandarin group except tangerines for which separate U.S. Standards are issued.

GRADES

§ 51.681 U.S. Fancy.

"U.S. Fancy" consists of oranges which meet the following requirements:

(a) Basic requirements:

(1) Discoloration:

(i) Not more than one-tenth of the surface, in the aggregate, may be affected by discoloration. (See § 51.700.)

(2) Firm;

(3) Mature;

(4) Similar varietal characteristics;

(5) Well colored;

(6) Well formed; and,

(7) Smooth texture.

(b) Free from:

(1) Ammoniation;

(2) Bruises;

(3) Buckskin;

(4) Caked melanose;

(5) Creasing;

(6) Cuts not healed;

(7) Decay;

(8) Growth cracks;

(9) Scab;

(10) Skin breakdown;

(11) Sprayburn;

(12) Undeveloped segments; and.

(13) Wormy fruit.

(c) Not injured by:

(1) Green spots;

(2) Oil spots;

(3) Split navels;

(4) Rough, wide or protruding navels;

(5) Scale;

(6) Scars; and,

(7) Thorn scratches.

(d) Not damaged by any other cause.

(e) For tolerances see § 51.689.

§ 51.682 U.S. No. 1.

"U.S. No. 1" consists of oranges which meet the following requirements:

(a) Basic requirements:

(1) Discoloration:

(i) Not more than one-third of the surface, in the aggregate, may be affected by discoloration. (See § 51.700.)

(2) Firm;

(3) Mature;

(4) Similar varietal characteristics;

(5) Well formed;

(6) Fairly smooth texture; and,

(7) Color:

(i) Early and midseason varieties shall be fairly well colored.

(ii) For Valencia and other late varieties, not less than 50 percent, by count, shall be fairly well colored and the remainder reasonably well colored.

(b) Free from:

(1) Bruises;

(2) Cuts not healed;

(3) Caked melanose;

(4) Decay;

(5) Growth cracks;

(6) Sprayburn;
(7) Undeveloped segments; and,
(8) Wormy fruit.
(c) Not damaged by any other cause.
(d) For tolerances see § 51.689.

§ 51.683 U.S. No. 1 Bright.

The requirements for this grade are the same as for U.S. No. 1 except that no fruit may have more than one-tenth of its surface, in the aggregate, affected by discoloration.

(a) For tolerances see § 51.689.

§ 51.684 U.S. No. 1 Bronze.

The requirements for this grade are the same as for U.S. No 1 except that all fruit must show some discoloration. Not less than the number of fruits required in § 51.689, Tables I and II, shall have more than one-third of their surface, in the aggregate, affected by discoloration. The predominating discoloration on these fruits shall be of rust mite type.

§ 51.685 U.S. Combination.

"U.S. Combination" consists of a combination of U.S. No. 1 and U.S. No. 2 oranges: *Provided*, That the number of U.S. No. 2 fruits specified in § 51.689, Tables I and II, are not exceeded.

§ 51.686 U.S. No. 2.

"U.S. No. 2" consists of oranges which meet the following requirements:

(a) Basic requirements:
(1) Discoloration:
(i) Not more than one-half of the surface, in the aggregate, may be affected by discoloration. (See § 51.700.)
(2) Fairly firm;
(3) Mature;
(4) Similar varietal characteristics;
(5) Reasonably well colored;
(6) Not more than slightly misshapen, and,
(7) Not more than slightly rough.
(b) Free from:
(1) Bruises;
(2) Cuts not healed;
(3) Decay;
(4) Growth cracks; and,
(5) Wormy fruit.
(c) Not seriously damaged by any other cause.
(d) For tolerances see § 51.689.

§ 51.687 U.S. No. 2 Russet.

The requirements for this grade are the same as for U.S. No. 2 except that not less than the number of fruits required in § 51.689, Tables I and II, shall have more than one-half of their surface, in the aggregate, affected by discoloration.

§ 51.688 U.S. No. 3.

"U.S. No. 3" consists of oranges which meet the following requirements:

(a) Basic requirements:
(1) Mature;
(2) Similar varietal characteristics;
(3) May be misshapen;
(4) May be slightly spongy;
(5) May have rough texture;
(6) Not seriously lumpy or cracked; and,
(7) May be poorly colored.
(i) Not more than 25 percent of the surface may be of a solid dark green color.
(b) Free from:
(1) Cuts not healed;
(2) Decay; and,
(3) Wormy fruit.
(c) Not very seriously damaged by any other cause.
(d) For tolerances see § 51.689.

TOLERANCES

§ 51.689 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, based on sample inspection, the number of defective or off-size specimens in the lot, shall be within the limitations specified in Tables I and II. No tolerance shall apply to wormy fruit.

TABLE I—SHIPPING POINT [1]

(A) FOR 1 THROUGH 20 SAMPLES

[See footnotes at end of Table I]

Factor	Grades	AL [2]	Number of 50-count samples [3]																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
			Acceptance number (maximum permitted) [4]																			
Decay	U.S. Fancy U.S. No. 1 U.S. No. 2 U.S. Combination	1	0	1	[5]1	1	2	[5]2	2	3	3	3	[5]3	3	4	4	[5]4	4	5	5	5	5
	U.S. No. 3	2	0	1	2	[5]2	2	[5]3	3	4	4	[5]4	5	5	[5]5	6	6	[5]6	6	7	7	7
Very serious damage including decay	U.S. Fancy U.S. No. 1 U.S. No. 2 U.S. Combination	6	4	6	9	11	14	16	18	20	22	24	26	28	30	33	35	37	39	41	43	45
Total defects including decay and very serious damage	U.S. Fancy U.S. No. 1 U.S. No. 2 U.S. No. 3	8	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
	U.S. Combination (U.S. No. 2's permitted)	29	26	48	70	91	112	134	155	176	197	218	239	260	281	301	322	343	364	384	405	425
Off size		10	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
Discoloration	U.S. No. 1 U.S. No. 1 Bright U.S. No. 2 U.S. Combination	10	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
			Acceptance number (minimum required) [4]																			
	U.S. No. 1 Bronze U.S. No. 2 Russet	1	3	8	12	18	23	29	34	40	45	51	56	62	68	74	79	85	91	97	102 D	108

TABLE I—SHIPPING POINT [1]—Continued

(B) FOR 21 THROUGH 40 SAMPLES

[See footnotes at end of Table I]

Factor	Grades	AL[2]	Number of 50-count samples[3]																			
			21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
			Acceptance numbers (maximum permitted)[4]																			
Decay	U.S. Fancy U.S. No. 1 U.S. No. 2 U.S. Combination	1	[5]5	6	6	6	6	[5]6	6	7	7	7	7	[5]7	7	8	8	8	[5]8	8	9	9
	U.S. No. 3	2	8	8	[5]8	8	9	9	[5]9	9	10	10	[5]10	11	11	[5]11	11	12	12	[5]12	12	13
Very serious damage including decay	U.S. Fancy U.S. No. 1 U.S. No. 2 U.S. Combination	6	47	49	51	53	54	56	58	60	62	64	66	68	70	72	74	76	78	80	81	83
Total defects including decay and very serious damage	U.S. Fancy U.S. No. 1 U.S. No. 2 U.S. No. 3	8	98	103	107	111	116	120	124	129	133	137	141	146	150	154	159	163	167	171	176	180
	U.S. Combination (U.S. No. 2's permitted)	29	446	467	487	508	529	549	570	590	611	631	652	672	693	713	734	754	775	795	816	836
Off-size		10	98	103	107	111	116	120	124	129	133	137	141	146	150	154	159	163	167	171	176	180
Discoloration	U.S. No. 1 U.S. No. 1 Bright U.S. No. 2 U.S. Combination	10	98	103	107	111	116	120	124	129	133	137	141	146	150	154	159	163	167	171	176	180
			Acceptance number (minimum required)[4]																			
	U.S. No. 1 Bronze U.S. No. 2 Russet	[illegible]	114	119	125	131	137	143	149	155	161	166	172	178	184	190	196	202	208	214	220	226

TABLE I—SHIPPING POINT [1]—Continued—Continued

(B) FOR 21 THROUGH 40 SAMPLES [3]

[See footnotes at end of Table I]

Factor	Grades	AL [2]	Number of 50-count samples [3]																			
			21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40

[1] Shipping point, as used in these standards, means the point of origin of the shipment in the production area or at port of loading for ship stores or overseas shipments, or in the case of shipments from outside the continental United States, the port of entry into the United States.

[2] AL—Absolute limit permitted in individual 33-count sample.

[3] Sample size—33-count.

[4] Acceptance number—maximum or minimum number of defective or off-size fruit permitted.

[5] Preferred number of samples for this acceptance number.

TABLE II—EN ROUTE OR AT DESTINATION

Factor	Grades	AL	Number of 50-count samples																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
			Acceptance numbers (maximum permitted)																			
Decay	All	4	1	3	6	[illegible]	8	10	11	13	14	15	16	18	19	20	21	23	24	25	26	27
Very serious damage other than decay	U.S. Fancy U.S. No. 1 U.S. No. 2 U.S. Combination	15	4	7	10	12	13	15	18	20	22	24	26	28	30	33	35	37	39	41	43	45
Total defects including very serious damage other than decay	U.S. Fancy U.S. No. 1 U.S. No. 2 U.S. No. [illegible]	8	[illegible]	11	[illegible]	20	25	30	35	41	46	51	54	59	63	68	72	77	81	86	90	94
	U.S. Combination U.S. No. [illegible] [illegible]	23	35	46	[illegible]	81	113	146	155	173	[illegible]	219	234	[illegible]	[illegible]	[illegible]	422	443	464	484	[illegible]	425
Off-size		[illegible]	[illegible]	[illegible]	[illegible]	12	[illegible]	20	24	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Discoloration	U.S. No. [illegible] U.S. No. [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

U.S. No. 2. U.S. Combination.																					
	Acceptance number (minimum required)[3]																				
U.S. No. 1 Bronze U.S. No. 2 Russet.	1	3	8	12	18	23	29	34	40	45	51	56	62	68	74	79	85	91	97	102	108

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[1] AL—Absolute limit permitted in individual 50-count sample.

[2] Sample size-50-count.

[3] Acceptance number—maximum or minimum number of defective or off-size fruit permitted.

SAMPLE FOR GRADE OR SIZE DETERMINATION

§ 51.690 Sample for grade or size determination.

Each sample shall consist of 50 oranges. When individual packages contain at least 50 oranges, the sample is drawn from one package; when individual packages contain less than 50 oranges, a sufficient number of adjoining packages are opened to form a 50-count sample. When practicable, at point of packaging, the sample may be obtained from the grading belt or bins after sorting has been completed.

STANDARD PACK

§ 51.691 Standard pack for oranges except Temple variety.

(a) Fruit shall be fairly uniform in size, unless specified as uniform in size, and shall be place packed in boxes or cartons and arranged according to the approved and recognized methods.

(b) All containers shall be tightly packed and well filled but the contents shall not show excessive or unnecessary bruising because of overfilled containers. When oranges are packed in wire-bound boxes or cartons, each container shall be at least level full at time of packing.

(c) "Fairly uniform in size" means that not more than the number of fruits permitted in § 51.689, Tables I and II, are outside the ranges of diameters given in the following table.

TABLE III

(When packed in $1\frac{2}{5}$ bushel or $\frac{7}{10}$ bushel containers)

Size and count in $1\frac{2}{5}$ bushel	Count in $\frac{7}{10}$ bushel	Diameter in inches	
		Minimum	Maximum
100's	48 or 50	$3\frac{7}{16}$	$3\frac{13}{16}$
125's	64	$3\frac{3}{16}$	$3\frac{9}{16}$
163's	80	$2\frac{14}{16}$	$3\frac{6}{16}$
200's	100	$2\frac{11}{16}$	$3\frac{1}{16}$
252's	125	$2\frac{7}{16}$	$2\frac{13}{16}$
288's	144	$2\frac{4}{16}$	$2\frac{9}{16}$
324's	162	$2\frac{3}{16}$	$2\frac{8}{16}$

(d) "Uniform in size" means that not more than the number of fruits permitted in § 51.689, Tables I and II, vary more than the following amounts:

(1) 163 size or smaller—not more than four-sixteenths inch in diameter; and,

(2) 125 size or larger—not more than five-sixteenths inch in diameter.

(e) In order to allow for variations, other than sizing, incident to proper packing, not more than 5 percent of the packages in any lot may fail to meet the requirements of standard pack.

STANDARD SIZING

§ 51.692 Standard sizing.

(a) Boxes, cartons, bag packs, or bulk loads in which oranges are not packed according to a definite pattern do not meet the requirements of standard pack, but may be certified as meeting the requirements of standard sizing: *Provided,* That the ranges are fairly uniform in size as defined in § 51.691: *And provided further,* That when packed in boxes or cartons the contents have been properly shaken down and the container is at least level full at time of packing.

(b) In order to allow for variations incident to proper packing, not more than 5 percent of the containers in any lot may fail to meet the requirements of standard sizing.

DEFINITIONS

§ 51.693 Mature.

"Mature" shall have the same meaning currently assigned that term in the laws and regulations of the State in which the orange is grown; or as the definition of such term may hereafter be amended.

§ 51.694 Similar varietal characteristics.

"Similar varietal characteristics" means that the fruits in any container are similar in color and shape.

§ 51.695 Well colored.

"Well colored" means that the fruit is yellow or orange in color with practically no trace of green color.

§ 51.696 Firm.

"Firm" as applied to common oranges, means that the fruit is not soft, or noticeably wilted or flabby; as applied to oranges of the Mandarin group (Satsuma, King, Mandarin), means that the fruit is not extremely puffy, although the skin may be slightly loose.

§ 51.697 Well formed.

"Well formed" means that the fruit has the shape characteristic of the variety.

§ 51.698 Smooth texture.

"Smooth texture" means that the skin is thin and smooth for the variety and size of the fruit.

§ 51.699 Injury.

"Injury" means any specific defect described in § 51.713, Table IV; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which slightly detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.700 Discoloration.

"Discoloration" means russeting of light shade of golden brown caused by rust mite or other means. Lighter shades of discoloration caused by smooth or fairly smooth, superficial scars or other means may be allowed on a greater area, or darker shades may be allowed on a lesser area, provided no discoloration caused by melanose or other means may affect the appearance of the fruit to a greater extent than the shade and amount of discoloration allowed for the grade.

§ 51.701 Fairly smooth texture.

"Fairly smooth texture" means that the skin is not materially rough or coarse and that the skin is not thick for the variety.

§ 51.702 Damage.

"Damage" means any specific defect described in § 51.713, Table IV; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.703 Fairly well colored.

"Fairly well colored" means that except for a one inch circle in the aggregate of green color, the yellow or orange color predominates over the green color on that part of the fruit which is not discolored.

§ 51.704 Reasonably well colored.

"Reasonably well colored" means that the yellow or orange color predominates over the green color on at least two-thirds of the fruit surface in the aggregate which is not discolored.

§ 51.705 Fairly firm.

"Fairly firm" as applied to common oranges, means that the fruit may be slightly soft, but not bruised; as applied to oranges of the Mandarin group (Satsuma, King, Mandarin) means that the fruit is not extremely puffy or the skin extremely loose.

§ 51.706 Slightly misshapen.

"Slightly misshapen" means that the fruit is not of the shape characteristic of the variety but is not appreciably elongated or pointed or otherwise deformed.

§ 51.707 Slightly rough texture.

"Slightly rough texture" means that the skin is not smooth or fairly smooth but is not excessively rough or excessively thick, or materially ridged, grooved or wrinkled.

§ 51.708 Serious damage.

"Serious damage" means any specific defect described in § 51.713, Table IV; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.709 Misshapen.

"Misshapen" means that the fruit is decidedly elongated, pointed or flatsided.

§ 51.710 Slightly spongy.

"Slightly spongy" means that the fruit is puffy or slightly wilted but not flabby.

§ 51.711 Very serious damage.

"Very serious damage" means any specific defect described in § 51.713, Table IV; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which very seriously detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.712 Diameter.

"Diameter" means the greatest dimension measured at right angles to a line from stem to blossom end of the fruit.

BEST COPY AVAILABLE

§ 51.713 Classification of defects.

TABLE IV

Factor	Injury	Damage	Serious damage	Very serious damage
Ammoniation		Not occurring as light speck type	Scars are cracked or dark and aggregating more than a circle ¾ inch in diameter or light colored and aggregating more than a circle 1¼ inches in diameter on a 200 size orange	Aggregating more than 25 percent of the surface
Buckskin		Aggregating more than a circle 1 inch in diameter on a 200 size orange	Aggregating more than 25 percent of the surface	Aggregating more than 50 percent of the surface
Caked melanose			Aggregating more than a circle ¾ inch in diameter on a 200 size orange	Aggregating more than 25 percent of the surface
Creasing		Materially weakens the skin, or extends over more than one-third of the surface	Seriously weakens the skin, or extends over more than one-half of the surface	Very seriously weakens the skin, or is distributed over practically the entire surface
Dryness or mushy condition		Affecting all segments more than ¼ inch at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit	Affecting all segments more than ½ inch at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit	Affecting all segments more than ¾ inch at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit
Green spots or oil spots	More than slightly affecting appearance	Aggregating more than a circle ⅞ inch in diameter on a 200 size orange	Aggregating more than a circle 1¼ inches in diameter on a 200 size orange	
Hail	Not well healed, or aggregating more than a circle ¼ inch in diameter on a 200 size orange	Not well healed, or aggregating more than a circle ⅜ inch in diameter on a 200 size orange	Not well healed, or aggregating more than a circle ½ inch in diameter on a 200 size orange	Not well healed, or aggregating more than a circle ¾ inch in diameter on a 200 size orange
Scab		Materially detracts from the shape or texture, or aggregating more than a circle ⅝ inch in diameter on a 200 size orange	Seriously detracts from the shape or texture, or aggregating more than a circle ¾ inch in diameter on a 200 orange	Aggregating more than 25 percent of the surface.
Scale	More than a few adjacent to the "button" at the stem end, or more than 6 scattered on other portions of the fruit	Aggregating more than a circle ⅝ inch in diameter on a 200 size orange	Aggregating more than a circle ¾ inch in diameter on a 200 size orange.	Aggregating more than 25 percent of the surface
Scars	Depressed, not smooth, or detracts from appearance more than the amount of discoloration permitted in the grade	Deep, rough or hard aggregating more than a circle ¼ inch in diameter, slightly rough with slight depth aggregating more than a circle ⅞ inch in diameter, smooth or fairly smooth with slight depth aggregation more than a circle 1¼ inches in diameter. All areas based on a 200 size orange	Deep, rough aggregating more than a circle ½ inch in diameter, slightly rough with slight depth aggregating more than a circle 1¼ inches in diameter. All areas based on a 200 size orange.	Deep, rough or unsightly that appearance is very seriously affected

TABLE IV—Continued

Factor	Injury	Damage	Serious damage	Very serious damage
Skin breakdown		Aggregating more than a circle ¼ inch in diameter on a 200 size orange.	Aggregating more than a circle ⅝ inch in diameter on a 200 size orange.	Aggregating more than 25 percent of the surface.
Sunburn		Skin is flattened, dry, darkened or hard, aggregating more than 25 percent of the surface.	Affecting more than ⅓ of the surface, hard, decidedly one-sided, or light brown and aggregating more than a circle 1¼ inches in diameter on a 200 size orange.	Aggregating more than 50 percent of the surface.
Sprayburn			Hard, or aggregating more than a circle 1¼ inches in diameter on a 200 size orange.	Aggregating more than 25 percent of the surface.
Split, rough or protruding navels.	Split is unhealed; navel protrudes beyond general contour; opening is so wide, growth so folded and ridged that it detracts noticeably from appearance.	Split is unhealed, or more than ¼ inch in length, or more than 3 well healed splits, or navel protrudes beyond the general contour, and opening is so wide, folded or ridged that it detracts materially from appearance.	Split is unhealed, or more than ½ inch in length, or aggregate length of all splits exceed 1 inch, or navel protrudes beyond general contour, and opening is so wide, folded and ridged that it seriously detracts from appearance.	Split is unhealed or fruit is seriously weakened.
Thorn scratches	Not slight, not well healed, or more unsightly than discoloration permitted in the grade.	Not well healed, or hard concentrated thorn injury aggregating more than a circle ⅝ inch in diameter on a 200 size orange.	Not well healed, or hard concentrated thorn injury aggregating more than a circle ¾ inch in diameter on a 200 size orange.	Aggregating more than 5 percent of the surface.

METRIC CONVERSION TABLE

§ 51.714 Metric conversion table.

Inches	Millimeters (mm)
1/4 equals	6.4
5/16 equals	7.9
3/8 equals	9.5
1/2 equals	12.7
5/8 equals	15.9
3/4 equals	19.1
7/8 equals	22.2
1 equals	25.4
1 1/4 equals	31.8
2 3/16 equals	55.6
2 4/16 equals	57.2
2 7/16 equals	61.9
2 8/16 equals	63.5
2 9/16 equals	65.1
2 11/16 equals	68.3
2 12/16 equals	69.9
2 15/16 equals	74.6
3 1/16 equals	77.8
3 3/16 equals	81.0
3 5/16 equals	84.1
3 7/16 equals	87.3
3 9/16 equals	90.5
3 13/16 equals	96.8

Subpart—United States Standards for Grades of Florida Grapefruit[1]

SOURCE: 45 FR 72091, Oct. 31, 1980, unless otherwise noted. Redesignated at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.750 U.S. Fancy.

"U.S. Fancy" consists of grapefruit which meet the following requirements:

(a) Basic requirements:

(1) Discoloration;

(i) Not more than one-tenth of the surface, in the aggregate, may be affected by discoloration. (See § 51.770.)

(2) Firm;

(3) Mature;

(4) Similar varietal characteristics;

(5) Smooth texture;

(6) Well colored; and,

(7) Well formed.

(b) Free from:

(1) Ammoniation;

(2) Bruises;

(3) Buckskin;

(4) Caked melanose;

(5) Cuts not healed;

(6) Decay;

(7) Growth cracks;

(8) Scab;

(9) Sprayburn; and,

(10) Wormy fruit.

(c) Free from injury caused by:

(1) Green spots;

(2) Oil Spots;

(3) Scale;

(4) Scars;

(5) Skin breakdown; and,

(6) Thorn scratches.

(d) Free from damage caused by:

(1) Dirt or other foreign material;

(2) Disease;

(3) Dryness or mushy condition;

(4) Hail;

(5) Insects;

(6) Sprouting;

(7) Sunburn; and,

(8) Other means.

(e) For tolerances see § 51.761.

§ 51.751 U.S. No. 1.

"U.S. No. 1" consists of grapefruit which meet the following requirements:

(a) Basic requirements:

(1) Discoloration;

(i) Not more than one-third of the surface, in the aggregate, may be affected by discoloration. (See § 51.770.)

(2) Fairly smooth texture;

(3) Fairly well colored;

(4) Firm;

(5) Mature;

(6) Similar varietal characteristics; and,

(7) Well formed.

(b) Free from:

(1) Bruises;

(2) Cuts not healed;

(3) Decay;

(4) Growth cracks; and,

(5) Wormy fruit.

(c) Free from damage caused by:

(1) Ammoniation;

(2) Buckskin;

(3) Caked melanose;

(4) Dirt or other foreign material;

(5) Disease;

(6) Dryness or mushy condition;

(7) Green spots;

(8) Hail;

(9) Insects;

---

[1] Compliance with the provisions of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug and Cosmetic Act, or with applicable State Laws and regulations.

(10) Oil spots;
(11) Scab;
(12) Scale;
(13) Scars;
(14) Skin breakdown;
(15) Sprayburn;
(16) Sprouting;
(17) Sunburn;
(18) Thorn scratches; and,
(19) Other means.

(d) For tolerances see § 51.761.

[45 FR 72091, Oct. 31, 1980; 45 FR 76944, Nov. 21, 1980. Redesignated at 46 FR 63203, Dec. 31, 1981]

§ 51.752 U.S. No. 1 Bright.

The requirements for this grade are the same as for U.S. No. 1 except that no fruit may have more than one-fifth of its surface, in the aggregate, affected by discoloration.

(a) For tolerances see § 51.761.

§ 51.753 U.S. No. 1 Golden.

The requirements for this grade are the same as for U.S. No. 1 except that not more than the number of fruits permitted in § 51.761, Tables I and II, shall have more than one-third of their surface, in the aggregate, affected by discoloration.

(a) For tolerances see § 51.761.

§ 51.754 U.S. No. 1 Bronze.

The requirements for this grade are the same as for U.S. No. 1 except that all fruit must show some discoloration. Not less than the number of fruits required in § 51.761, Tables I and II, shall have more than one-third of their surface, in the aggregate, affected by discoloration. The predominating discoloration on these fruits shall be of rust mite type.

(a) For tolerances see § 51.761.

§ 51.755 U.S. No. 1 Russet.

The requirements for this grade are the same as for U.S. No. 1 except that not less than the number of fruits required in § 51.761, Tables I and II, shall have more than one-third of their surface, in the aggregate, affected by any type of discoloration.

(a) For tolerances see § 51.761.

§ 51.756 U.S. No. 2.

"U.S. No. 2" consists of grapefruit which meet the following requirements:

(a) Basic requirements:

(1) Discoloration;

(i) Not more than one-half of the surface, in the aggregate, may be affected by discoloration. (See § 51.770.)

(2) Fairly firm;
(3) Mature;
(4) Similar varietal characteristics;
(5) Slightly colored;
(6) Not more than slightly misshapen; and,
(7) Not more than slightly rough texture.

(b) Free from:

(1) Bruises;
(2) Cuts not healed;
(3) Decay;
(4) Growth cracks; and,
(5) Wormy fruit.

(c) Free from serious damage caused by:

(1) Ammoniation;
(2) Buckskin;
(3) Caked melanose;
(4) Dirt or other foreign material;
(5) Disease;
(6) Dryness or mushy condition;
(7) Green spots;
(8) Hail;
(9) Insects;
(10) Oil spots;
(11) Scab;
(12) Scale;
(13) Scars;
(14) Skin breakdown;
(15) Sprayburn;
(16) Sprouting;
(17) Sunburn;
(18) Thorn scratches; and,
(19) Other means.

(d) For tolerances see § 51.761 .

§ 51.757 U.S. No. 2 Bright.

The requirements for this grade are the same as for U.S. No. 2 except that no fruit may have more than one-fifth of its surface, in the aggregate, affected by discoloration.

(a) For tolerances see § 51.761.

§ 51.758 U.S. No. 2 Russet.

The requirements for this grade are the same as for U.S. No. 2 except that not less than the number of fruits required in § 51.761, Tables I and II, shall have more than one-half of their surface, in the aggregate, affected by discoloration.

(a) For tolerances see § 51.761.

§ 51.759 U.S. No. 3.

"U.S. No. 3" consists of grapefruit which meet the following requirements:

(a) Basic requirements:

(1) Mature;

(2) Misshapen;

(3) Poorly colored;

(i) Not more than 25 percent of the surface may be of a solid dark green color.

(4) Rough texture, not seriously bumpy;

(5) Similar varietal characteristics; and

(6) Slightly spongy.

(b) Free from:

(1) Cuts not healed;

(2) Decay; and,

(3) Wormy fruit.

(c) Free from very serious damage caused by:

(1) Ammoniation;

(2) Bruises;

(3) Buckskin;

(4) Caked melanose;

(5) Disease;

(6) Dryness or mushy condition;

(7) Growth cracks;

(8) Hail;

(9) Insects;

(10) Scab;

(11) Scale;

(12) Scars;

(13) Skin breakdown;

(14) Sprayburn;

(15) Sprouting;

(16) Sunburn; and,

(17) Other means.

(d) For tolerances see § 51.761.

UNCLASSIFIED

§ 51.760 Unclassified.

"Unclassified" consists of grapefruit which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.761 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, based on sample inspection, the number of defective or off-size specimens in the individual sample, and the number of defective or off-size specimens in the lot shall be within the limitations specified in Tables I and II.

TABLE I—SHIPPING POINT [1]

[FOR 1 THROUGH 20 SAMPLES]

[See footnotes at end of Table I]

Factor	Grades	AL [2]	Number of 33-count samples [3] (Florida Grapefruit) 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
			Acceptance numbers [4] (maximum permitted)																			
Decay	U.S. Fancy U.S. No. 1 U.S. No. 2	1	0	0	0	1	*1	1	2	2	2	*2	2	2	3	3	3	*3	3	4	4	4
	U.S. No. 3	1	0	1	*1	1	2	*2	2	3	3	*3	3	4	4	4	*4	5	5	5	*5	5
Wormy fruit	All	1	0	0	0	1	*1	1	2	2	2	*2	2	2	3	3	3	*3	3	4	4	4
Very serious damage including decay and wormy fruit	U.S. Fancy U.S. No. 1 U.S. No. 2	4	3	5	7	8	10	11	13	14	16	17	18	20	21	23	24	25	27	28	30	31
Total defects including decay, wormy fruit, and very serious damage	All	5	5	9	12	16	19	22	25	28	31	34	37	40	44	46	49	52	55	58	61	64
Off-size		7	5	9	12	16	19	22	25	28	31	34	37	40	44	46	49	52	55	58	61	64

Discoloration	U.S. No. 1. U.S. No. 1 Bright. U.S. No. 2. U.S. No. 2 Bright.	7	5	9	12	16	19	22	25	28	31	34	37	40	44	46	49	52	55	58	61	64
	U.S. No. 1 Golden.	16	13	23	34	44	54	63	73	83	92	102	112	122	131	140	150	159	169	178	188	197
			Acceptance numbers[4] (minimum required)																			
	U.S. No. 1 Bronze. U.S. No. 1 Russet.	6	9	20	32	44	56	68	81	93	105	118	130	142	155	168	180	193	206	218	231	244
	U.S. No. 2 Russet.	0	2	4	8	11	14	18	21	25	28	32	36	39	43	47	50	53	57	61	64	68

[For 21 through 40 Samples]

[See footnotes at end of Table I]

Factor	Grades	AL[2]	Number of 33-count samples[3] (Florida Grapefruit)																			
			21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
			Acceptance numbers[4] (maximum permitted)																			
Decay	U.S. Fancy. U.S. No. 1. U.S. No. 2.	1	4	4	[5]4	4	4	5	5	5	5	5	[5]5	5	5	6	6	6	6	6	[5]6	6
	U.S. No. 3.	1	5	6	6	6	[5]6	6	7	7	7	[5]7	7	8	8	8	[5]8	8	9	9	95	9
Wormy fruit	All.	1	4	4	[5]4	4	4	5	5	5	5	5	[5]5	5	5	6	6	6	6	6	[5]6	6

[For 21 through 40 Samples]

[See footnotes at end of Table I]

Factor	Grades	AL [2]	Number of 33-count samples [3] (Florida Grapefruit)																			
			21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
Very serious damage including decay and wormy fruit.	U.S. Fancy. U.S. No. 1. U.S. No. 2.	4	32	34	35	36	38	39	40	42	43	44	45	47	48	49	51	52	53	54	56	57
Total defects including decay, wormy fruit, and very serious damage.	All.	5	67	70	73	76	79	82	84	87	90	93	96	99	102	105	107	110	113	116	119	122
Off-size		7	67	70	73	76	79	82	84	87	90	93	96	99	102	105	107	110	113	116	119	122
Discoloration	U.S. No. 1. U.S. No. 1 Bright. U.S. No. 2. U.S. No. 2 Bright.	7	67	70	73	76	79	82	84	87	90	93	96	99	102	105	107	110	113	116	119	122
	U.S. No. 1 Golden.	16	206	216	225	234	247	253	264	274	281	290	300	309	318	327	337	346	355	364	374	383
			Acceptance numbers [4] (minimum required)																			
	U.S. No. 1 Bronze. U.S. No. 1 Russet.	6	256	269	282	294	307	320	333	345	358	371	383	396	409	422	435	447	460	473	486	499
	U.S. No. 2 Russet.	0	72	76	80	84	88	92	96	99	103	107	110	114	118	122	126	130	134	137	141	145

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[1] Shipping point, as used in these standards, means the point of origin of the shipment in the production area or at port of loading for ship stores or overseas, or in the case of shipments from outside the continental United States, the port of entry into the United States.

[2] AL—Absolute limit permitted in individual 33-count sample.

[3] Sample size—33 count.

[4] Acceptance number—Maximum or minimum number of defective or off-size fruit permitted.

[5] Preferred number of samples for this acceptance number.

TABLE II—EN ROUTE OR AT DESTINATION

Factor	Grades	AL [1]	Number of 33-count samples [2] (Florida Grapefruit)																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
			Acceptance numbers [3] (maximum permitted)																			
Decay	All.	3	2	3	4	5	6	7	8	9	10	11	12	13	[4] 13	14	15	16	17	18	[4] 18	19
Wormy fruit	All.	1	0	0	0	1	[4] 1	1	2	2	2	[4] 2	2	2	3	3	3	[4] 3	3	4	4	4
Very serious damage including decay and wormy fruit.	U.S. Fancy. U.S. No. 1. U.S. No. 2.	4	3	5	7	8	10	11	13	14	16	17	18	20	21	23	24	25	27	28	30	31
Total defects including decay, wormy fruit, and very serious damage.	All.	5	5	9	12	16	19	22	25	28	31	34	37	40	44	46	49	52	55	58	61	64
Off-size		7	5	9	12	16	19	22	25	28	31	34	37	40	44	46	49	52	55	58	61	64
Discoloration	U.S. No. 1. U.S. No. 1 Bright. U.S. No. 2. U.S. No. 2 Bright.	7	5	9	12	16	19	22	25	28	31	34	37	40	44	46	49	52	55	58	61	64
	U.S. No. 1 Golden.	16	13	23	34	44	54	63	73	83	92	102	112	122	131	140	150	159	169	178	188	197
			Acceptance numbers [3] (minimum required)																			
	U.S. No. 1 Bronze. U.S. No. 1 Russet.	6	9	20	32	44	56	68	81	93	105	118	130	142	155	168	180	193	206	218	231	244
	U.S. No. 2 Russet.	0	2	4	8	11	14	18	21	25	28	32	36	39	43	47	50	53	57	61	64	68

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[1] AL—Absolute limit permitted in individual 33-count sample.
[2] Sample size—33 count.
[3] Acceptance number—Maximum or minimum number of defective or off-size fruit permitted.
[4] Preferred number of samples for this acceptance number.

[45 FR 72091, Oct. 31, 1980; 45 FR 76944, Nov. 21, 1980. Redesignated at 46 FR 63203, Dec. 31, 1981]

SIZE AND PACK

§ 51.762 Size and pack.

(a) When grapefruit is place-packed in approved ⅘ bushel containers,[2] the size and count, pack and diameter range of the fruit shall be as follows:

TABLE III

Size and Count	Pack	Rows	Layers	Diameter range in inches
14[1]	2 x 1	3	3	9/16
18	2 x 2	3	3	9/16
23	3 x 2	3	3	9/16
27	3 x 3	3	3	9/16
32	4 x 3	3	3	9/16
36	4 x 4	3	3	9/16
40	4 x 5	3	3	9/16
48	3 x 3	4	4	7/16
56	4 x 3	4	4	7/16
64	4 x 4	4	4	7/16

[1] Size 14 may be packed in a layer pack with 6 fruit in the bottom layer, 2 fruit in the second layer, and 6 fruit in the top layer.

(b) The actual count and pack shall not deviate from that shown in the above table for each respective size except when a protective tray or similar device which displaces one or more fruit is placed in the container. In this event, both the size and actual count shall be shown on the container.

(c) When grapefruit is not place-packed, the sizes and respective diameter ranges shown in paragraph (a) of this section shall apply; and the fruit in each respective size shall, when place-packed in approved ⅘ bushel containers,[2] meet the respective pack arrangements and at point of origin meet the requirements of "Well filled" as set forth in paragraph (d) of this section.

(d) At point of origin all containers in which fruit is place-packed shall be "Well filled."[3]

(e) Not more than the number of fruits permitted in § 51.761, Tables I and II, may fail to meet the diameter range requirements as specified in paragraph (a) or (c) of this section.

(f) In order to allow for variations incident to proper packing, not more than 5 percent of the containers, if "place-packed," or not more than 10 percent of the containers, if "volume-filled," in any lot may fail to meet the count or pack arrangements, or at point of origin the requirements of "Well filled."[3]

DEFINITIONS

§ 51.763 Similar varietal characteristics.

"Similar varietal characteristics" means that the fruits in any container are similar in color and shape.

§ 51.764 Well colored.

"Well colored" means that the fruit is yellow in color with practically no trace of green color.

§ 51.765 Firm.

"Firm" means that the fruit is not soft, or noticeably wilted or flabby, and the skin is not spongy or puffy.

[45 FR 72091, Oct. 31, 1980; 45 FR 76948, Nov. 21, 1980]

§ 51.766 Well formed.

"Well formed" means that the fruit has the shape characteristic of the variety.

§ 51.767 Mature.

"Mature" shall have the same meaning currently assigned that term in sections 601.16, 601.17, and 601.18 of the Florida Citrus Code of 1949, as amended (Chs. 28090 and 29760, Laws of Florida, 1953 and 1955), or as the definition of such term may hereafter be amended.

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[2] Approved ⅘ bushel containers are those containers currently defined in section 20-39.03(1) of the Official Rules Affecting The Florida Citrus Industry, Pursuant to Chapter 601, Florida Statutes, or as the definition of such containers may hereafter be amended.

[3] "Well filled" shall have the same meaning currently assigned that term in section 20-39.11(2) of Official Rules Affecting The Florida Citrus Industry, Pursuant to Chapter 601, Florida Statutes, or as the definition of such term may hereafter be amended.

§ 51.768 Smooth texture.

"Smooth texture" means that the skin is thin and smooth for the variety and size of the fruit.

§ 51.769 Injury.

"Injury" means any specific defect described in § 51.783, Table IV; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which slightly detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.770 Discoloration.

"Discoloration" means russeting of a light shade of golden brown caused by rust mite or other means. Lighter shades of discoloration caused by smooth or fairly smooth superficial scars or other means may be allowed on a greater area, or darker shades may be allowed on a lesser area, provided no discoloration caused by speck-type melanose or other means may detract from the appearance of the fruit to a greater extent than the shade and amount of discoloration allowed in the grade.

§ 51.771 Fairly well colored.

"Fairly well colored" means that, except for an aggregate area of green color which does not exceed the area of a circle 1 inch (25.4 mm) in diameter, the yellow or orange color predominates over the green color.

§ 51.772 Fairly smooth texture.

"Fairly smooth texture" means that the skin is fairly thin and not coarse for the variety and size of the fruit.

§ 51.773 Damage.

"Damage" means any specific defect described in § 51.783, Table IV; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.774 Fairly firm.

"Fairly firm" means that the fruit may be slightly soft, but not bruised, and the skin is not spongy, or puffy.

§ 51.775 Slightly misshapen.

"Slightly misshapen" means that the fruit has fairly good shape characteristic of the variety and is not more than slightly elongated or pointed or otherwise deformed.

§ 51.776 Slightly rough texture.

"Slightly rough texture" means that the skin may be slightly thick but not excessively thick, materially ridged or grooved.

§ 51.777 Serious damage.

"Serious damage" means any specific defect described in § 51.783, Table IV; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.778 Slightly colored.

"Slightly colored" means that except for an aggregate area of green color which does not exceed the area of a circle 2 inches (50.8 mm) in diameter, the fruit surface shows some yellow color.

§ 51.779 Misshapen.

"Misshapen" means that the fruit is decidedly elongated, pointed, or flat-sided.

§ 51.780 Slightly spongy.

"Slightly spongy" means that the fruit is puffy or slightly wilted but not flabby.

§ 51.781 Very serious damage.

"Very serious damage" means any specific defect described in § 51.783, Table IV; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which very seriously detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.782 Diameter.

"Diameter" means the greatest dimension measured at right angles to a line from stem to blossom end.

§ 51.783 Classification of defects.

TABLE IV

Factor	Injury	Damage	Serious damage	Very serious damage
Ammoniation		Not occurring as light speck type	Scars are cracked or dark and aggregating more than a circle 1 inch (25.4 mm) in diameter.	Aggregating more than 25 percent of the surface.
Buckskin		Aggregating more than a circle 1¼ inches (31.8 mm) in diameter.	Aggregating more than 25 percent of the surface.	Aggregating more than 50 percent of the surface.
Caked melanose		Aggregating more than a circle ¾ inch (19.1 mm) in diameter.	Aggregating more than a circle 1 inch (25.4 mm) in diameter.	Aggregating more than 25 percent of the surface.
Dryness or mushy condition		Affecting all segments more than ¼ inch (6.4 mm) at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit.	Affecting all segments more than ½ inch (12.7 mm) at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit.	Affecting all segments more than ¾ inch (19.1 mm) at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit.
Green Spots	More than slightly affecting appearance	More than 10 spots caused by scale, each spot equivalent to the area of a circle ⅛ inch (3.2 mm) in diameter.	More than 25 spots caused by scale, each spot equivalent to the area of a circle ⅛ inch (3.2 mm) in diameter.	
Hail	Not well healed, or aggregating more than a circle ⅜ inch (9.5 mm) in diameter.	Not well healed, or aggregating more than a circle ½ inch (12.7 mm) in diameter.	Not well healed, or aggregating more than a circle ⅝ inch (15.9 mm) in diameter.	Not well healed, or aggregating more than a circle 1 inch (25.4 mm) in diameter.
Oil Spots	More than slightly affecting appearance	More than 5 spots, or aggregating more than a circle ¾ inch (19.1 mm) in diameter.	More than 10 spots, or aggregating more than a circle 1 inch (25.4 mm) in diameter.	
Scab		Materially detracts from the shape or texture, or aggregating more than a circle ¾ inch (19.1 mm) in diameter.	Seriously detracts from the shape or texture, or aggregating more than a circle ⅞ inch (22.2 mm) in diameter.	Aggregating more than 25 percent of the surface.
Scale	More than a few adjacent to the "button" at the stem end, or more than 6 scattered on other portions of the fruit.	Blotch aggregating more than a circle ¾ inch (19.1 mm) in diameter, or occurring as a ring more than a circle 1¼ inches (31.8 mm) in diameter.	Blotch aggregating more than a circle 1 inch (25.4 mm) in diameter, or occurring as a ring more than a circle 1½ inches (38.1 mm) in diameter.	Aggregating more than 25 percent of the surface.
Scars	Depressed, not smooth, or detracts from appearance more than the amount of discoloration permitted in the grade	Very deep or very rough aggregating more than a circle ½ inch (12.7 mm) in diameter, deep or rough aggregating more than a circle 1 inch (25.4 mm) in diameter, slightly rough or of slight depth aggregating more than 10 percent of fruit surface.	Very deep or very rough aggregating more than a circle 1 inch (25.4 mm) in diameter; deep or rough aggregating more than 5 percent of fruit surface; slight depth or slightly rough aggregating more than 15 percent of fruit surface.	Very deep or very rough or unsightly that appearance is very seriously affected.
Skin breakdown		Aggregating more than a circle ⅜ inch (9.5 mm) in diameter.	Aggregating more than a circle ⅝ inch (15.9 mm) in diameter.	Aggregating more than 25 percent of the surface.

Sprayburn		Aggregating more than a circle ¾ inch (19.1 mm) in diameter.	Hard and aggregating more than a circle 1½ inches (38.1 mm) in diameter.	Aggregating more than 25 percent of the surface.
Sprouting		More than 6 seeds have green sprouts, or more than 1 green sprout is more than ¼ inch (6.4 mm) in length.	More than 6 seeds have green sprouts, or more than 1 green sprout is more than ½ inch (12.7 mm) in length.	More than 6 seeds have green sprouts, or more than 1 green sprout is more than ¾ inch (19.1 mm) in length.
Sunburn		Skin is flattened, dry, darkened, or hard and the affected area exceeds 25 percent of the surface.	Skin is hard and affects more than one-third of the surface.	Aggregating more than 50 percent of the surface.
Thorn scratches	Not well healed, or more unsightly than discoloration permitted in the grade.	Not well healed, or hard concentrated thorn injury aggregating more than a circle ¾ inch (19.1 mm) in diameter.	Not well healed, or hard concentrated thorn injury aggregating more than a circle ⅞ inch (22.2 mm) in diameter.	Aggregating more than 25 percent of the surface.

NOTE: References to area or aggregate area, or length or length are based on a 36 size grapefruit.

VISUAL AID

§ 51.784 Visual aid.

(a) USDA Visual Aid CIT-(FL)-L-1, consists of a booklet containing color reproductions of Florida grapefruit illustrating certain grade requirements, namely color, shape, varietal characteristics, discoloration, and other defects as set forth in these standards. This visual aid may be examined in the Fruit and Vegetable Quality Division, AMS, U.S. Department of Agriculture, South Building, Washington, D.C. 20250; in any field office of the Fresh Fruit and Vegetable Inspection Service; or upon request of any authorized inspector of such service. Duplicates of this visual aid may be purchased from the John Henry Co., Post Office box 17099, Lansing, MI 48901.

Subpart—United States Consumer Standards for Husked Corn on the Cob

SOURCE: 18 FR 7100, Nov. 1, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.810 U.S. Grade A.

U.S. Grade A shall consist of husked ears or portions of ears of corn on the cob of similar varietal characteristics which are well trimmed, well formed, clean, free from decay and insect injury, and free from damage caused by bruising, mechanical or other means. Cobs shall be well filled with tender, plump and milky kernels. Each ear may be clipped at one or both ends but the length of each unit, clipped or unclipped, shall be not less than 3 inches. Each clipped ear shall be properly clipped. Units on the shown face shall be reasonably representative of the size and quality of the contents of the package.

(a) Incident to proper grading and handling, not more than 10 percent, by count, of the units of corn in any lot may fail to meet the requirements of this grade, including not more than 5 percent for defects other than damage caused by bruising: *Provided*, That not more than one-fifth of this amount, or 1 percent, shall be allowed for units affected by decay.

§ 51.811 U.S. Grade B.

U.S. Grade B shall consist of husked ears or portions of ears of corn on the cob which meet the requirements of U.S. Grade A except for the increased tolerance specified below.

(a) Incident to proper grading and handling, not more than 20 percent, by count, of the units of corn in any lot may fail to meet the requirements of this grade including not more than 5 percent for units having insect injury and not more than 1 percent for units affected by decay.

OFF-GRADE

§ 51.812 Off-Grade husked corn on the cob.

Husked ears or portions of ears of corn on the cob which fail to meet the requirements of the foregoing grades shall be Off-Grade husked corn on the cob.

DEFINITIONS

§ 51.813 Similar varietal characteristics.

"Similar varietal characteristics" means that the units in any package are of similar color and character of growth. Units of white and yellow corn shall not be mixed in the same package.

§ 51.814 Well trimmed.

"Well trimmed" means that the unit is practically free from husks and silk and that the shank does not extend more than ½ inch from the base of the cob.

§ 51.815 Well formed.

"Well formed" means that the unit is not stunted. Nubbins shall not be considered well formed units.

§ 51.816 Clean.

"Clean" means that the unit is practically free from dirt or other foreign material.

§ 51.817 Damage.

"Damage" means any injury or defect which materially affects the appearance, or the edible, shipping or keeping quality of the unit.

§ 51.818 Well filled.

"Well filled" means that the rows of kernels show fairly uniform development, and that the appearance of the unit is not materially affected by poorly developed rows.

§ 51.819 Tender.

"Tender" means that the kernels break with only moderate pressure from the thumbnail.

§ 51.820 Plump and milky.

"Plump and milky" means that the kernels are well developed but are not over-mature or shriveled.

§ 51.821 Units.

"Units", as used in these standards, means whole ears or portions of ears of husked corn on the cob.

§ 51.822 Properly clipped.

"Properly clipped" means that the end or ends of the ear have been neatly cut off at approximately a right angle to the longitudinal axis.

Subpart—United States Standards for Green Corn

SOURCE: 19 FR 2221, Apr. 17, 1954, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.835 U.S. Fancy.

U.S. Fancy consists of ears of green corn of similar varietal characteristics which are well trimmed, well developed, and which are free from smut, decay, worms, or insect injury, and free from injury caused by rust, discoloration, birds, other disease or mechanical or other means. Cobs shall be fairly well filled with plump and milky kernels and well covered with fresh husks. The length of each cob shall be not less than 6 inches and the ears shall not be clipped. (See § 51.839.)

§ 51.836 U.S. No. 1.

U.S. No. 1 consists of ears of green corn of similar varietal characteristics which are well trimmed, well developed, and which are free from smut and decay and free from injury caused by rust and free from damage caused by discoloration, birds, worms, other insects, other disease or mechanical or other means. Cobs shall be fairly well filled with plump and milky kernels and fairly well covered with fresh husks. Each ear may be clipped but each clipped ear shall be properly clipped. Unless otherwise specified, the length of each cob, clipped or unclipped, shall be not less than 5 inches. (See § 51.839.)

§ 51.837 U.S. No. 2.

U.S. No. 2 consists of ears of green corn of similar varietal characteristics which are fairly well trimmed, fairly well developed and which are free from smut and decay and free from serious damage caused by birds, worms, other insects, other disease or mechanical or other means. Cobs shall not be poorly filled and kernels shall be plump and milky and fairly well covered with fresh husks. Each ear may be clipped but each clipped ear shall be properly clipped. Unless otherwise specified, the length of each cob, clipped or unclipped, shall be not less than 4 inches. (See § 51.839.)

UNCLASSIFIED

§ 51.838 Unclassified.

Unclassified consists of ears of green corn which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.839 Tolerances.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances shall be permitted:

(1) *For defects.* 10 percent, by count, in any lot for ears of corn which fail to meet the requirements of the grade, including therein not more than 2 percent for decay; and,

(2) *For off-size.* 5 percent, by count, in any lot for ears of corn which fail to meet the requirements as to length of cob.

COUNT

§ 51.840 Requirements as to count.

The number of ears of corn in any package may be specified by count or in terms of dozens or half dozens. Variation from the number specified shall be permitted as follows: *Provided,* That the average for the lot is not less than the number specified nor more than two ears greater than the number specified:

Specified number per package	Variation permitted in individual packages
60 ears or less	3 ears under count, 5 ears over count.
More than 60 ears	4 ears under count, 6 ears over count.

APPLICATION OF TOLERANCES

§ 51.841 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided,* That the averages for the entire lot are within the tolerances specified:

(1) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any package; and,

(2) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any package.

DEFINITIONS

§ 51.842 Similar varietal characteristics.

"Similar varietal characteristics" means that the ears in any package have similar kernel color and character of growth. Ears of field corn and sweet corn, or white and yellow corn, shall not be mixed in the package.

§ 51.843 Well trimmed.

"Well trimmed" means that the ears are practically free from loose husks and that the shank shall be not more than 6 inches in length and not extend more than one inch beyond the point of attachment of the outside husk.

§ 51.844 Well developed.

"Well developed" means that the ears are fairly straight and are not stunted. Nubbins are not well developed ears.

§ 51.845 Insect injury.

"Insect injury" means that insect frass is present, or there is visible evidence of insect injury.

§ 51.846 Injury.

"Injury" means any defect which more than slightly affects the appearance, or the edible or shipping quality of the ear. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as injury:

(a) Rust when the aggregate area on the husk exceeds one square inch, or when the rust extends deeper than 2 layers of husks;

(b) Discoloration caused by frost or spray burn, or similar types of discoloration when affecting an aggregate area of more than 3 square inches on the husk, or when exceeding an aggregate area of 25 percent of the surface of all blades attached to the husk; and,

(c) Mechanical injury when more than 4 kernels are crushed or broken.

§ 51.847 Fairly well filled.

"Fairly well filled" means that the rows of kernels show fairly uniform development, and that the appearance and quality of the edible portion of the ear are not materially affected by poorly developed rows. When the ear has not been clipped, not more than one-fourth of the length of the cob may have poorly developed or missing kernels at the tip. When the ear has been clipped, it shall have practically no poorly developed kernels at the tip of the cob. Missing or poorly developed kernels on other parts of the ear shall not aggregate more than one square inch on a cob 6 inches in length, and a proportionally greater area shall be permitted on a longer cob and a proportionally lesser area on a shorter cob.

§ 51.848 Plump and milky.

"Plump and milky" means that the kernels are well developed and the contents have a milky or creamy consistency.

§ 51.849 Well covered.

"Well covered" means that the husk enclosing the ear is tight and undisturbed, except that a slight opening may have been made at the tip: *Provided*, That the disturbed part has been properly replaced so that the appearance of the ear is not more than slightly affected.

§ 51.850 Fresh.

"Fresh" means that the husks have fairly good green color and are not badly wilted.

§ 51.851 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the ear. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Discoloration caused by frost or spray burn, or similar types of discoloration when affecting an aggregate area of more than 5 square inches on the husk, or when exceeding an aggregate area of 50 percent of the surface of all blades attached to the husk;

(b) Worm injury on unclipped ears when extending more than 1½ inches from the tip of an ear 6 inches in length (proportionately greater or lesser amounts permitted on longer or shorter ears, respectively), or when affecting the kernels on other parts of the ear, or any worm injury on clipped ears; and,

(c) Mechanical damage when more than 8 kernels are crushed or broken.

§ 51.852 Fairly well covered.

"Fairly well covered" means that the husk enclosing the ear is fairly tight and undisturbed except that an opening may have been made at the tip: *Provided*, That the disturbed part has been properly replaced so that the appearance of the ear is not materially affected.

§ 51.853 Properly clipped.

"Properly clipped" means that either the end of the cob, or the end of the cob and husk have been neatly removed approximately at a right angle to the longitudinal axis.

§ 51.854 Fairly well trimmed.

"Fairly well trimmed" means that the appearance of the individual ear of corn is not seriously affected by loose husks and that the shank shall not be more than 6 inches in length and not extend more than 2 inches beyond the point of attachment of the outside husk.

§ 51.855 Fairly well developed.

"Fairly well developed" means that the ears are not stunted to the extent that the appearance is seriously affected.

§ 51.856 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the ear. The following defect, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Worm injury on unclipped ears when extending more than 2 inches from the tip of an ear 6 inches in length (proportionately greater or lesser amounts permitted on longer or shorter ears, respectively), or when affecting more than 4 kernels on other parts of the cob, or any worm injury on clipped ears extending more than one-fourth inch from the tip.

§ 51.857 Poorly filled.

"Poorly filled" means, on unclipped ears, that the edible quality or appearance is affected to a greater extent than that of an ear 6 inches in length which has one-third of the cob at the tip end and an aggregate area 1½ inches square on other portions of the ear with undeveloped kernels or open spaces; and means, on clipped ears, that the edible quality or appearance is affected to a greater extent than that of an ear 6 inches in length which has one inch at the tip end and an aggregate area 1½ inches square on other portions of the ear with undeveloped kernels or open spaces.

Subpart—United States Standards for Berries for Processing[1]

SOURCE: 18 FR 7101, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.860 U.S. No. 1.

U.S. No. 1 shall consist of berries of similar varietal characteristics which are free from caps (calyxes), mold or decay, and from dried, undeveloped and distinctly immature berries and from damage caused by overmaturity, crushing, shriveling, dirt, or other foreign matter, hail, sunscald, moisture, birds, disease, insects, mechanical or other means. At least 85 percent, by weight, of the berries in the lot shall be well colored. (See § 51.863.)

(a) In order to allow for variations incident to proper handling, not more than 10 percent, by weight, of the berries in any lot may fail to meet the requirements of this grade, including not more than 3 percent for distinctly immature berries. No part of any tolerance shall be allowed to reduce the percentage of well colored berries required in the grade, and no part of any tolerance shall be allowed for berries infested with worms.

§ 51.861 U.S. No. 2.

U.S. No. 2 shall consist of berries which meet the requirements for U.S. No. 1 grade except for color and except for the increased tolerance for defects specified below. At least 75 percent, by weight, of the berries in the lot shall be well colored. (See § 51.863.)

(a) In order to allow for variations incident to proper handling, not more than 20 percent, by weight, of the berries in any lot may fail to meet the requirements of this grade, including not more than 5 percent for distinctly immature berries. No part of any tolerance shall be allowed to reduce the percentage of well colored berries required in the grade, and no part of any tolerance shall be allowed for berries infested with worms.

UNCLASSIFIED

§ 51.862 Unclassified.

Unclassified shall consist of berries which fail to meet the requirements of either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

SIZE

§ 51.863 Size.

In view of the size variations in different producing sections and size variations of different types and varieties of berries, no size requirements are specified in these standards. However, the size may be specified in terms of minimum diameter or length.

(a) In order to allow for variations incident to proper sizing, not more than 5 percent, by weight, of the berries in any lot may fail to meet the size specified.

DEFINITIONS

§ 51.864 Dried.

"Dried" means appreciably lacking in juice. Dried berries are excessively seedy and often shriveled.

§ 51.865 Undeveloped.

"Undeveloped" means lack of development, due to frost or insect injury, lack of pollination or other means, which causes the berry to be dwarfed or badly misshapen.

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[1] These standards apply to berries of the genus Rubus, such as blackberries, dewberries, Boysenberries, Loganberries, Youngberries and similar types of berries, but not raspberries.

§ 51.866 Distinctly immature.

"Distinctly immature" means that the berries are light red, whitish, or green in the case of types or varieties which are characteristically blue or black when well ripened; and that the berries are whitish or green in the case of types or varieties which are characteristically red when well ripened.

§ 51.867 Damage.

"Damage" means any injury or defect which materially affects the berries for processing purposes. The following shall be considered as damage:

(a) Overmaturity, when the druplets of the berry have lost their luster and are excessively soft. Such berries usually disintegrate when washed under pressure.

(b) Crushing, when more than one-fourth of the druplets of the berry have been crushed.

(c) Shriveling, when the berry is materially shriveled as evidenced by drying or undevelopment of more than one-fourth of the druplets of the berry.

(d) Dirt, when it cannot be removed from the berry in the ordinary washing process.

§ 51.868 Well colored.

"Well colored" means that the berry has the color characteristic for a well ripened berry of the type or variety.

§ 51.869 Diameter.

"Diameter" means the greatest dimension of the berry measured at right angles to a line running from the stem end to the blossom end.

Subpart—U.S. Standards for Grades of Table Grapes (European or Vinifera Type)[1]

SOURCE: 36 FR 9126, May 20, 1971, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.880 U.S. Extra Fancy Table.

"U.S. Extra Fancy Table" consists of bunches of well developed grapes of one variety, except when designated as assorted varieties, which are uniform in appearance, well colored, and which meet the following requirements:

(a) Basic requirements for berries:

(1) Mature;

(2) Firm;

(3) Firmly attached to capstem;

(4) Not weak;

(5) Not shriveled at capstem;

(6) Not shattered;

(7) Not split or crushed;

(8) Not wet.

(b) Basic requirements for bunches:

(1) Fairly well filled;

(2) Not excessively tight for the variety.

(c) Basic requirements for stems:

(1) Well developed and strong;

(2) Not dry and brittle;

(3) At least yellowish-green in color except for Cardinal, Robin, Exotic, and Beauty Seedless varieties.

(d) Berries free from:

(1) Decay;

(2) Waterberry;

(3) Sunburn;

(4) Almeria Spot.

(e) Stems free from:

(1) Mold;

(2) Decay.

(f) Berries not damaged by:

(1) Any other cause.

(g) Bunches not damaged by:

(1) Shot berries;

(2) Dried berries;

(3) Other defective berries;

(4) Trimming away of defective berries;

(5) Any other cause.

(h) Stems not damaged by:

(1) Freezing;

(2) Any other cause.

(i) Size:

(1) For berries: Exclusive of shot berries and dried berries, not less than 90 percent, by count, of the berries on each bunch shall have the minimum diameters indicated for varieties as follows:

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

(i) Ribier, Cardinal, Robin, Exotic, Queen, Italia Muscat, and other similar varieties thirteen-sixteenths of an inch.

(ii) Other varieties eleven-sixteenths of an inch.

(2) For bunches:

(i) Not less than one-half pound.

(j) For tolerances see § 51.885.

§ 51.881 U.S. Extra Fancy Export.

"U.S. Extra Fancy Export" consists of grapes which meet the requirements for U.S. Extra Fancy Table and, in addition, meet the packaging requirements set forth in § 51.911.

§ 51.882 U.S. Fancy Table.

"U.S. Fancy Table" consists of bunches of well developed grapes of one variety, except when designated as assorted varieties, which are at least reasonably well colored, uniform in appearance when so specified in connection with the grade, and which meet the following requirements:

(a) Basic requirements for berries:

(1) Mature;

(2) Firm;

(3) Firmly attached to capstem;

(4) Not weak;

(5) Not shriveled at capstem;

(6) Not shattered;

(7) Not split or crushed;

(8) Not wet.

(b) Basic requirements for bunches:

(1) Fairly well filled;

(2) Not excessively tight for the variety.

(c) Basic requirements for stems:

(1) Well developed and strong;

(2) Not dry and brittle.

(d) Berries free from:

(1) Decay;

(2) Waterberry;

(3) Sunburn;

(4) Almeria Spot.

(e) Stems free from:

(1) Mold;

(2) Decay.

(f) Berries not damaged by:

(1) Any other cause.

(g) Bunches not damaged by:

(1) Shot berries;

(2) Dried berries;

(3) Other defective berries;

(4) Trimming away of defective berries;

(5) Any other cause.

(h) Stems not damaged by:

(1) Freezing;

(2) Any other cause.

(i) Size:

(1) For berries: Exclusive of shot berries and dried berries, the following percentages, by count, of the berries on each bunch shall have the minimum diameters indicated for varieties as follows:

(i) For Ribier, Cardinal, Robin, Exotic, Queen, Italia Muscat, and other similar varieties, 90 percent shall be at least twelve-sixteenths of an inch;

(ii) For Thompson Seedless, Perlette, Delight, Beauty Seedless, Superior Seedless, Flame Seedless and other seedless varieties, 75 percent shall be at least ten-sixteenths of an inch; and,

(iii) For other varieties 90 percent shall be at least ten-sixteenths of an inch.

(2) For bunches:

(i) Not less than one-fourth pound.

(j) For tolerances see § 51.885.

[36 FR 9126, May 20, 1971. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981, and amended at 48 FR 19350, Apr. 29, 1983]

§ 51.883 U.S. Fancy Export.

"U.S. Fancy Export" consists of grapes which meet the requirements for U.S. Fancy Table, except that bunches shall weigh not less than one-half pound, and in addition meet the packaging requirements set forth in § 51.911.

§ 51.884 U.S. No. 1 Table.

"U.S. No. 1 Table" consists of bunches of well developed grapes of one variety, except when designated as assorted varieties, which are at least fairly well colored, uniform in appearance when so specified in connection with the grade, and which meet the following requirements:

(a) Basic requirements for berries:

(1) Mature;

(2) Firm;

(3) Firmly attached to capstem;

(4) Not weak;

(5) Not materially shriveled at capstem;

(6) Not shattered;

(7) Not split or crushed;

(8) Not wet.

(b) Basic requirements for bunches:

(1) Not straggly.

(c) Basic requirements for stems:

(1) Not weak, or dry and brittle.

(d) Berries free from:

(1) Decay;

(2) Waterberry;

(3) Sunburn.

(e) Stems free from:

(1) Mold;

(2) Decay.

(f) Berries not damaged by:

(1) Any other cause.

(g) Bunches not damaged by:

(1) Shot berries;

(2) Dried berries;

(3) Other defective berries;

(4) Trimming away of defective berries;

(5) Any other cause.

(h) Stems not damaged by:

(1) Freezing;

(2) Any other cause.

(i) Size:

(1) For berries: Exclusive of shot berries and dried berries, 75 percent, by count, of the berries on each bunch shall have the minimum diameters indicated for varieties as follows:

(i) Thompson Seedless, Perlette, Delight, Beauty Seedless, Superior Seedless, Flame Seedless and other seedless varieties nine-sixteenths of an inch.

(ii) Other varieties ten-sixteenths of an inch.

(2) For bunches:

(i) Not less than one-fourth pound.

(j) For tolerances see § 51.885.

[36 FR 9126, May 20, 1971. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981, and amended at 48 FR 19350, Apr. 29, 1983]

TOLERANCES

§ 51.885 Tolerances.

(a) No tolerances are provided in these standards for grapes which fail to meet the applicable maturity requirements other than the allowances specified in § 51.887 or in the sampling and testing procedures of State maturity regulations.

(b) In order to allow for variations incident to proper grading and handling in each of the foregoing grades, tolerances, by weight, other than for maturity, are provided as set forth in Tables I and II.

TABLE I—TOLERANCES AT SHIPPING POINT [1]

[Percent]

Factor	U.S. Extra Fancy table	U.S. Fancy table	U.S. No. 1 table
(A) For bunches failing to meet color requirements	10	10	10
(B) For bunches failing to meet requirements for minimum diameter of berries	10	10	10
(C) For bunches failing to meet stem color requirements	10		
(D) For undersize bunches[2] and for bunches and berries failing to meet the remaining requirements for the grade	8	8	8
Including in (D):			
(a) For serious damage	2	2	2
And, including in (a):			
(i) For decay	½ of 1	½ of 1	½ of 1

TABLE II—TOLERANCES EN ROUTE OR AT DESTINATION

Factor	U.S. Extra Fancy table	U.S. Fancy table	U.S. No. 1 table
(A) For bunches failing to meet color requirements	10	10	10
(B) For bunches failing to meet requirements for minimum diameter of berries	10	10	10
(C) For bunches failing to meet stem color requirements	10		
(D) For undersize bunches[2] and for bunches and berries failing to meet the remaining requirements of the grade	12	12	12
Including in (D):			
(a) For permanent defects	8	8	8
(b) For serious damage	4	4	4
And, including in (b):			
(i) For serious damage by permanent defects	2	2	2
(ii) For decay	1	1	1

[1] Shipping point, as used in these standards, means the point of origin of the shipment in the producing area or at port of loading for ship stores or overseas shipment, or, in the case of shipments from outside the continental United States, the port of entry into the United States.

[2] When in packages containing 5 pounds or less, not more than 25 percent of the bunches may weigh less than the minimum weight specified for the grade, in addition to other defects which may be present.

APPLICATION OF TOLERANCES

§ 51.886 Application of tolerances.

The contents of the individual packages in any lot, based on sample inspection, are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade:

(a) For tolerances of 10 percent or more, individual packages may contain not more than one and one-half times the specified tolerance.

(b) For a tolerance of less than 10 percent, individual packages may contain not more than double the specified tolerance.

MATURITY REQUIREMENTS

§ 51.887 Maturity requirements.

(a) In the case of grapes grown in Arizona or California, "mature" means grapes in any lot shall meet the maturity requirements for the variety as set forth in the applicable State Agricultural Laws and Regulations in effect on the effective date of this amendment.

(1) Arizona maturity regulations are contained in Title 3, Chapter 7, Article 1, Section R3-7-104, Subsection 7, 1982 Arizona Official Compilation of Administrative Rules and Regulations, Arizona Fruit and Vegetable Standardization and are incorporated by reference under 5 U.S.C. 552(a) and 1 CFR Part 51.[2]

(2) California maturity regulations are contained in the 1981 Administrative Code—Title 3 of California, Group 4, Article 25, and are incorporated by reference under 5 U.S.C. 552(a) and 1 CFR Part 51.[2]

(b) Grapes subject to U.S. import regulations shall meet the maturity requirements specified in such regulations.

(c) Grapes produced in States other than Arizona or California, or grapes imported from countries outside the United States during periods in which U.S. import regulations do not apply, shall meet the minimum percentage of soluble solids set forth in Table III as determined by use of a standard hand refractometer.

TABLE III

Variety	Percent of soluble solids
Muscat	17.5
All varieties not listed in this table	16.5
Cardinal, Emperor, Perlette, Ribier, Olivette Blanche, Rish Baba, Red Malaga, and similar varieties	15.5

(1) The minimum percentage of soluble solids for any lot shall be determined from the juice of at least 10 percent, by weight, of whole bunches of the least mature grapes in that container which appears to have the least mature grapes. No lot shall be considered as failing to meet these requirements unless samples from two containers which appear to have the least mature grapes test below the required percentage of soluble solids.

[48 FR 19350, Apr. 29, 1983]

DEFINITIONS

§ 51.888 Well developed grapes.

"Well developed grapes" means grapes which are not abnormally small for the variety.

§ 51.889 One variety.

"One variety" means that the grapes show similar varietal characteristics.

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[2] Copies of these regulations may be examined at the Office of the Federal Register Information Center, Room 8401, 1100 L Street, N.W., Washington, DC 20408. They may be requested from the California Department of Food and Agriculture, Fruit and Vegetable Quality Control, Standardization Section, Room A-265, 1220 N Street, Sacramento, CA 95814 or Arizona Fruit and Vegetable Standardization, 2720 West Weldon, Phoenix, AZ 85007.

§ 51.890 Uniform in appearance.

"Uniform in appearance" means that not more than one-tenth of the containers in any lot show sufficient variation in color or size of berries to materially detract from the appearance of the contents of the individual container, and that the stems are well developed and strong.

§ 51.891 Color terms.

The color terms "well colored", "reasonably well colored", and "fairly well colored" are defined in Table IV.

TABLE IV

Color terms	Black varieties	Red varieties	White varieties
Well colored (U.S. Extra Fancy).	Each bunch shall have not less than 95 percent, by count, of berries showing good characteristic color.[1]	Each bunch shall have not less than 75 percent, by count, of berries showing good characteristic color.[1]	No requirement.
Reasonably well colored (U.S. Fancy).	Each bunch shall have not less than 85 percent, by count, of berries showing good characteristic color.[1]	Each bunch shall have not less than 66⅔ percent, by count, of berries showing good characteristic color[1] except the Tokay and Cardinal varieties shall have not less than 75 percent, by count, of berries showing characteristic color.[2]	No requirement.
Fairly well colored (U.S. No. 1).	Each bunch shall have not less than 75 percent, by count, of berries showing characteristic color.[2]	Each bunch shall have not less than 60 percent, by count, of berries showing characteristic color.[2]	No requirement.

[1] Good characteristic color for black varieties means purple to black except that Ribier or similar varieties of grapes shall have at least two-thirds of the surface of the berry showing purple to black color.

For red varieties good characteristic color means at least two-thirds of the surface of the berry is light red through dark red color; except, for the Tokay variety pink through dark red, and for the Cardinal variety light red through purple shall be permitted.

[2] Characteristic color for black varieties means reddish-purple to black except that Ribier or similar varieties of grapes shall have at least two-thirds of the surface of the berry showing reddish-purple to black color.

For red varieties characteristic color means at least two-thirds of the surface of the berry is pink to dark red; except, for the Tokay variety light pink through dark red and for the Cardinal variety light pink through purple color shall be permitted.

§ 51.892 Firm.

"Firm" means that the berry does not yield more than slightly to moderate pressure and is not flabby or wilted.

§ 51.893 Weak.

"Weak" means that individual berries are somewhat translucent, watery and soft, may have relatively low sugar content, inferior flavor, or are of poor keeping quality.

§ 51.894 Shriveled at capstem.

"Shriveled at capstem" means that the berry shows more than slight wrinkling of the skin surrounding the capstem.

§ 51.895 Shattered.

"Shattered" means that the berry is separated from the bunch and may or may not have the capstem attached.

§ 51.896 Wet.

"Wet" means that the grapes are wet from moisture from crushed, leaking, or decayed berries or from rain. Grapes which are moist from dew or other moisture condensation such as that resulting from removing grapes from a refrigerator car or cold storage to a warmer location shall not be considered as wet.

§ 51.897 Decay.

"Decay" means any soft breakdown of the flesh or skin of the berry resulting from bacterial or fungus infection. Slight surface development of green mold (Cladosporium) shall not be considered decay.

§ 51.898 Waterberry.

"Waterberry" means a watery, soft, or flabby condition of the berry. Affected berries are low in sugar content, have tender skins, and are easily crushed. This is an advanced or more pronounced stage of the condition referred to as "weak".

§ 51.899 Sunburn.

"Sunburn" means injury to the berry caused by exposure to the sun, including "sulphur burn," usually occurring as a sunken and discolored or dried area on the exposed surface.

§ 51.900 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, or any other defect, or any combination of defects which materially detracts from the appearance, or the edible or marketing quality of the individual berry, the appearance of the bunch as a whole, or the marketing quality of the stems.

(a) The following shall be considered as damage to the individual berry:

(1) Scarring such as that caused by thrips, mildew, rubs, and similar injuries when materially detracting from the appearance of the berry;

(2) Discoloration when any light brown, tan, or darker discoloration of the skin materially detracts from the appearance of the berry: *Provided*, That "sunkissed" berries of the white Malaga variety which show discoloration of amber or light brown color shall not be considered as damaged. "Buckskin" berries of the Tokay variety, and similar injury to other varieties, shall be considered as damaged by discoloration;

(3) Heat when the flesh of the berry is affected;

(4) Almeria Spot when any spot is distinctly sunken or dark in color;

(5) Mildew when active powdery mildew is present;

(6) Freezing when the berry is frozen or when the flesh of the berry is affected by freezing;

(7) Insect injury when penetrating the skin of the berry or when there is noticeable insect infestation on the bunch; when mealybug residue or aphis honeydew are present in noticeable amounts; or when leafhopper residue materially detracts from the appearance of the individual berry or of the bunch.

(b) The following shall be considered as damage to stems:

(1) Active powdery mildew or any other disease when present on the stems to the extent that it detracts from the appearance of the bunch or when scars caused by mildew or other disease constrict or weaken any part of the main or lateral stems; and,

(2) Freezing when the stems are frozen or the capstems are swollen or dried, or when the main or lateral stems are water-soaked and limp, or dried, as a result of freezing.

§ 51.901 Fairly well filled.

"Fairly well filled" means that the berries are reasonably closely spaced on main and lateral stems and that the bunch is not very loose or stringy.

§ 51.902 Excessively tight.

"Excessively tight" means that the berries are so wedged together that the bunch is extremely compact for the variety and resulting distorted berries materially detract from the appearance of the bunch.

§ 51.903 Shot berries.

"Shot berries" means very small berries resulting from insufficient pollination, usually seedless in those varieties which normally develop seeds.

§ 51.904 Dried berries.

"Dried berries" means berries which are dry and shriveled to the extent that practically no moisture is present.

§ 51.905 Well developed and strong.

"Well developed and strong" means that the main and lateral stems are firm, fibrous, and pliable; not distinctly immature or spindly or threadlike at time of packing.

§ 51.906 Diameter.

"Diameter" means the greatest dimension of the berry taken at right angles to a line running from the stem to the blossom end.

§ 51.907 Serious damage.

"Serious damage" means any defect or any combination of defects which seriously detracts from the appearance, or the edible or marketing quality of the grapes and includes berries which are split, crushed, wet, affected by decay or waterberry, or affected by heat or freezing. Grapes which show healed cracks at the blossom and shall not be considered as seriously damaged.

§ 51.908 Materially shriveled at capstem.

"Materially shriveled at capstem" means that the skin of the berry is definitely wrinkled adjacent to the capstem and the surface is materially sunken.

§ 51.909 Straggly.

"Straggly" means that the berries are so widely spaced on main and laterial stems that the bunch is distinctly open or very stemmy or stringy in structure.

§ 51.910 Container.

"Container" as used in these standards shall, for the purpose of determining maturity of grapes in packages containing 5 pounds or less, mean the master container in which the individual packages are packed for shipment; for determining other factors of grade it shall mean the individual package.

§ 51.911 Export.

When designated as Export, grapes shall be packed with any of the customary protective materials such as cushions, liners, or wraps, or properly packed in sawdust or granulated cork. The so-called "semi-sawdust packs" which are cushioned and/or covered with sawdust are not approved as protective packaging for export.

METRIC CONVERSION TABLE

§ 51.912 Metric conversion table.

Inches	Millimeters (mm)
8/16 equals	12.7
9/16 equals	14.3
10/16 equals	15.9
11/16 equals	17.5
12/16 equals	19.1
13/16 equals	20.6
14/16 equals	22.2
15/16 equals	28.8
1 equals	25.4

Pounds	Grams
¼ equals	113.4
½ equals	226.8
¾ equals	340.2
1 equals	453.6
2 equals	907.2
3 equals	1,360.8
4 equals	1,814.4
5 equals	2,268.0
10 equals	4,536.0

Subpart—United States Standards for Grapefruit (California and Arizona)

SOURCE: 18 FR 7106, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.925 U.S. Fancy.

U.S. Fancy shall consist of grapefruit of similar varietal characteristics which are mature, well colored, firm, well formed, of smooth texture for the variety, and fairly thin skinned; free from decay, broken skins which are not healed, hard or dry skins, bruises (except those incident to proper handling and packing), dryness or mushy condition, and from injury caused by sprayburn, fumigation, exanthema, scars, green spots, scale, sunburn, sprouting, dirt or other foreign materials, disease, insects or mechanical or other means. Stems shall be properly clipped. (See § 51.932.)

§ 51.926 U.S. No. 1.

U.S. No. 1 shall consist of grapefruit of similar varietal characteristics which are mature, fairly well colored, firm, well formed, of fairly smooth texture for the variety, and not excessively thick skinned; free from decay, broken skins which are not healed, hard or dry skins, bruises (except those incident to proper handling and packing), and from damage caused by dryness or mushy condition, sprayburn, fumigation, exanthema, scars, green spots, scale, sunburn, sprouting, dirt or other foreign materials, disease, insects, or mechanical or other means. Stems shall be properly clipped. (See § 51.932.)

§ 51.927 U.S. No. 2.

U.S. No. 2 shall consist of grapefruit of similar varietal characteristics which are mature, slightly colored, fairly firm, fairly well formed, and not decidedly rough; free from decay, broken skins which are not healed, hard or dry skins, and from serious damage caused by bruises, dryness or mushy condition, sprayburn, fumigation, exanthema, scars, green spots, scale, sunburn, sprouting, dirt or other foreign materials, disease, insects, or mechanical or other means. Stems shall be properly clipped. (See § 51.932.)

§ 51.928 U.S. Combination grade.

Any lot of grapefruit may be designated "U.S. Combination" when not less than 40 percent, by count, of the fruits in each container meet the requirements of U.S. No. 1 grade and the remainder U.S. No. 2 grade. (See § 51.933.)

§ 51.929 U.S. No. 3.

U.S. No. 3 shall consist of grapefruit of similar varietal characteristics which are mature, slightly colored, which may be slightly spongy, misshapen, and rough but not seriously lumpy; which are free from decay, broken skins which are not healed, hard or dry skins, and from serious damage caused by bruises, dryness or mushy condition, and from very serious damage caused by sprayburn, fumigation, exanthema, scars, green spots, scale, sunburn, sprouting, dirt or other foreign materials, disease, insects or mechanical or other means. Stems shall be properly clipped. (See § 51.932.)

UNCLASSIFIED

§ 51.930 Unclassified.

Unclassified shall consist of grapefruit which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

TOLERANCES

§ 51.931 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the tolerances set forth in §§ 51.932 and 51.933 are provided as specified.

§ 51.932 U.S. Fancy, U.S. No. 1, U.S. No. 2 and U.S. No. 3 grades.

Not more than 10 percent, by count, of the fruit in any lot may fail to meet the requirements of the specified grade, other than for color, but not more than one-twentieth of this amount, or one-half of 1 percent, shall be allowed for decay at shipping point: *Provided,* That an additional tolerance of 2½ percent, or a total of not more than 3 percent, shall be allowed for decay en route or at destination. In addition, not more than 10 percent, by count, of the fruit in any lot may not meet the requirements relating to color.

§ 51.933 U.S. Combination grade.

Not more than 10 percent, by count, of the fruit in any lot may fail to meet the requirements of this grade, other than for color, but not more than one-twentieth of this amount, or one-half of 1 percent, shall be allowed for decay at shipping point: *Provided,* That an additional tolerance of 2½ percent, or a total of not more than 3 percent, shall be allowed for decay en route or at destination. This 3 percent tolerance may be used to reduce the percentage of U.S. No. 1 grade required in the combination, provided the affected fruits meet the requirements of U.S. No. 1 grade in other respects. In addition, not more than 10 percent, by count, of the fruit in any lot may not meet the requirements of the U.S. No. 2 grade for color. No part of any tolerance, other than that for decay, shall be allowed to reduce for the lot as a whole the percentage of U.S. No. 1 in the combination, but individual containers may have not more than a total of 10 percent less than the percentage of U. S. No. 1 specified: *Provided,* That the entire lot averages within the percentage specified.

APPLICATION OF TOLERANCES

§ 51.934 Application of tolerances to individual packages.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade.

(1) For packages which contain more than 25 pounds, and a tolerance of 10 percent or more is provided, individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 25 pounds and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified, except that at least one decayed or very seriously damaged fruit may be permitted in any package.

(2) For packages which contain 25 pounds or less, individual packages in any lot are not restricted as to the percentage of defects: *Provided*, That not more than one grapefruit which is seriously damaged by dryness or mushy condition or very seriously damaged by other means may be permitted in any package and, in addition, en route or at destination not more than 10 percent of the packages may have more than one decayed fruit.

STANDARD PACK

§ 51.935 Standard pack.

(a) Grapefruit shall be fairly uniform in size, and, when packed in boxes, shall be arranged according to the approved and recognized methods. Each wrapped fruit shall be fairly well wrapped.

(b) All packages shall be tightly packed and well filled but the contents shall not show excessive or unnecessary bruising because of overfilled packages.

(c) When packed in standard nailed boxes, grapefruit shall show a minimum bulge of 2 inches, except that grapefruit of a size 80 or smaller need only show a bulge of 1½ inches.

(d) "Fairly uniform in size" means that not more than 5 percent, by count, of the fruit in any container may be more than one standard size larger or smaller than the standard size for the count packed.

(e) Example of standard size grapefruit: The standard size grapefruit for a 64 count is that size grapefruit which will pack tightly 64 grapefruit of uniform size when packed according to the approved and recognized method.

(f) In order to allow for variations, incident to proper packing, not more than 5 percent of the packages in any lot may not meet the requirements of standard pack.

STANDARDS FOR EXPORT

§ 51.936 Standards for export.

(a) Not more than a total of 10 percent, by count, of the grapefruit in any container may be soft, affected by decay, damaged by skin breakdown, have broken skins which are not healed, or be seriously damaged by dryness or mushy condition, except that:

(1) Not more than one-half of 1 percent shall be allowed for grapefruit affected by decay.

(2) Not more than 3 percent shall have broken skins which are not healed.

(3) Not more than 5 percent shall be soft.

(4) Not more than 5 percent shall be seriously damaged by dryness or mushy condition.

(5) Not more than 5 percent shall be damaged by skin breakdown.

(b) Any lot of grapefruit shall be considered as meeting the standards for export if the entire lot averages within the requirements specified: *Provided*, That no sample from the containers in any lot shall have more than double the percentage specified for any one defect, and that not more than a total of 10 percent, by count, of the grapefruit in any container has any of the defects enumerated in the standards for export.

DEFINITIONS

§ 51.937 Similar varietal characteristics.

"Similar varietal characteristics" means that the fruits in any container are similar in color and type.

§ 51.938 Well colored.

"Well colored" means that the fruit is yellow in color, with not more than a trace of green.

§ 51.939 Firm.

"Firm" means that the fruit is not soft or noticeably wilted or flabby. The skin may feel slightly springy or spongy.

§ 51.940 Well formed.

"Well formed" means that the fruit shows the normal shape characteristic of the variety.

§ 51.941 Smooth.

"Smooth" means that the skin is of fairly fine grain, the "pebbling" is not pronounced, and any furrows radiating from the stem end are short and shallow.

§ 51.942 Fairly thin skinned.

"Fairly thin skinned" means that the skin thickness does not average more than three-eighths of an inch, on a central cross section, in sizes 100 or smaller, or more than seven-sixteenths of an inch in sizes larger than 100.

§ 51.943 Injury.

"Injury" means any defect which more than slightly affects the appearance, or edible or shipping quality of the fruit. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as injury:

(a) Sprayburn which changes the color to such an extent that the appearance of the fruit is noticeably injured, or which causes scarring that aggregates more than one-half inch in diameter.

(b) Fumigation injury which noticeably detracts from the appearance of the fruit, or which occurs as small, thinly scattered spots over more than 10 percent of the fruit surface, or as solid or depressed scarring which aggregates more than one-half of an inch in diameter.

(c) Exanthema which noticeably detracts from the appearance of the fruit, or which occurs as small, thinly scattered spots over more than 10 percent of the fruit surface, or as solid scarring which aggregates more than one-half of an inch in diameter.

(d) Scars which are very rough or very deep; or scars which are very dark when more than one-fourth of an inch in diameter.

(e) Scars which are dark, rough, or deep and aggregate more than one-half of an inch in diameter.

(f) Scars which are fairly light in color, slightly rough, or of slight depth and aggregate more than 5 percent of the fruit surface.

(g) Scars which are light colored, fairly smooth, with no depth and aggregate more than 10 percent of the fruit surface.

(h) Green spots which are depressed or soft, or more than four in number, or which aggregate more than one inch in diameter.

(i) Scale, when more than 5 medium to large California red or purple scale are adjacent to the "button" at the stem end, or scattered over the fruit, or any scale which affects the appearance of the fruit to a greater extent.

(j) Sunburn which appreciably changes the normal color or shape of the fruit, or affects more than 10 percent of the fruit surface.

§ 51.944 Fairly well colored.

"Fairly well colored" means that yellow color predominates on the fruit and that the fruit is free from distinctly green streaks and distinctly green blotches.

§ 51.945 Fairly smooth.

"Fairly smooth" means that the skin does not feel noticeably rough or coarse. The size of the fruit should be considered in judging the texture, as large fruit is not usually as smooth as the small. It is common for the fruit to show larger and coarser "pebbling" on the stem end portion than on the blossom end. Slight furrows or grooves which may be present on the stem end portion of the fruit shall not be considered as slightly rough unless they are of sufficient depth, length, and number to materially affect the appearance and smoothness of the grapefruit.

§ 51.946 Excessively thick skinned.

"Excessively thick skinned" means that the skin thickness averages more than seven-sixteenths of an inch, on a central cross section, in sizes 100 or smaller, or more than one-half of an inch in sizes larger than 100.

§ 51.947 Damage.

"Damage" means any injury which materially affects the appearance, or the edible or shipping quality of the fruit. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Dryness or mushy condition, when affecting all segments more than one-fourth of an inch at the stem end, or the equivalent of this amount by volume, when occurring in other portions of the fruit.

(b) Sprayburn which changes the color to such an extent that the appearance of the fruit is materially injured, or which causes scarring that aggregates more than three-fourths of an inch in diameter.

(c) Fumigation injury which materially detracts from the appearance of the fruit, or which occurs as small, thinly scattered spots over more than 25 percent of the fruit surface, or as solid scarring or depressions which aggregate more than three-fourths of an inch in diameter.

(d) Exanthema which materially detracts from the appearance of the fruit, or which occurs as small, thinly scattered spots over more than 25 percent of the fruit surface, or as solid scarring, that is not cracked, which aggregates more than three-fourths of an inch in diameter.

(e) Scars which are very deep; or scars which are very rough or very dark and aggregate more than one-half of an inch in diameter.

(f) Scars which are dark, rough or deep and aggregate more than three-fourths of an inch in diameter.

(g) Scars which are fairly light in color, slightly rough, or of slight depth and aggregate more than 10 percent of the fruit surface.

(h) Scars which are light colored, fairly smooth, with no depth and aggregate more than 15 percent of the fruit surface.

(i) Green spots which are depressed or soft, or more than seven in number, or which aggregate more than 5 percent of the fruit surface.

(j) Scale, when more than 10 medium to large California red or purple scale are adjacent to the "button" at the stem end, or scattered over the fruit, or any scale which affects the appearance of the fruit to a greater extent.

(k) Sunburn which causes appreciable flattening of the fruit, drying or darkening of the skin, or affects more than 25 percent of the fruit surface.

§ 51.948 Slightly colored.

"Slightly colored" means that sufficient yellow color is distributed over the fruit surface and, when blended with the green color present, is equivalent to 25 percent of full yellow color characteristic of the variety.

§ 51.949 Fairly firm.

"Fairly firm" means that the fruit may be slightly soft but is not decidedly flabby. The skin may be thick and slightly puffy.

§ 51.950 Fairly well formed.

"Fairly well formed" means that the fruit is not materially flattened, materially pointed, extremely elongated, or otherwise decidedly deformed.

§ 51.951 Decidedly rough.

"Decidedly rough" means that the skin is materially rough, materially lumpy, decidedly folded, or decidedly ridged.

§ 51.952 Serious damage.

"Serious damage" means any injury which seriously affects the appearance, or the edible or shipping quality of the fruit. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Dryness or mushy condition, when affecting all segments more than one-half of an inch at the stem end, or the equivalent of this amount by volume, when occurring in other portions of the fruit.

(b) Sprayburn which changes the color to such an extent that the appearance of the fruit is seriously injured, or which causes scarring that aggregates more than 10 percent of the fruit surface.

(c) Fumigation injury which occurs as small, thinly scattered spots over more than one-half of the fruit surface, or solid scarring or depressions which aggregate more than 5 percent of the fruit surface.

(d) Exanthema which occurs as small, thinly scattered spots over more than one-half of the fruit surface, or solid scarring that is not cracked, which aggregates more than 5 percent of the fruit surface.

(e) Scars which are very deep; or scars which are very rough or very dark and aggregate more than one inch in diameter.

(f) Scars which are dark, rough or deep and aggregate more than 5 percent of the fruit surface.

(g) Scars which are fairly light in color, slightly rough or of slight depth and aggregate more than 15 percent of the fruit surface.

(h) Scars which are light colored, fairly smooth, with no depth and aggregate more than 25 percent of the fruit surface.

(i) Green spots which are soft or aggregate more than 2 inches in diameter.

(j) Scale, when California red or purple scale is concentrated as a ring or blotch, or which is more than thinly scattered over the fruit surface, or any scale which affects the appearance of the fruit to a greater extent.

(k) Sunburn which causes decided flattening of the fruit, drying or dark discoloration of the skin, or which affects more than one-third of the fruit surface.

§ 51.953 Slightly spongy.

"Slightly spongy" means that the fruit is puffy or slightly wilted but not decidedly flabby.

§ 51.954 Misshapen.

"Misshapen" means that the fruit is materially flattened, materially pointed, extremely elongated or otherwise decidedly deformed.

§ 51.955 Very serious damage.

"Very serious damage" means any injury which very seriously affects the appearance, or the edible or shipping quality of the fruit. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as very serious damage:

(a) Sprayburn which seriously affects more than 25 percent of the fruit surface.

(b) Fumigation injury which causes deep, rough, or dark scarring which aggregates more than 25 percent of the fruit surface.

(c) Exanthema which aggregates more than 10 percent of the fruit surface, or causes serious cracks.

(d) Scars which are very dark, very rough, or very deep and aggregate more than 10 percent of the fruit surface.

(e) Scars which are dark, rough or deep and aggregate more than 25 percent of the fruit surface.

(f) Green spots which are badly sunken or soft.

(g) Scale so numerous or large that the appearance of the fruit is very seriously affected.

(h) Sunburn which seriously affects more than one-third of the fruit surface.

Subpart—United States Consumer Standards for Fresh Kale

SOURCE: 18 FR 7108, Nov. 1, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.975 U.S. Grade A.

U.S. Grade A shall consist of leaves or parts of leaves of kale of one type which are fresh, fairly tender, clean, well trimmed and of characteristic color for the type; which are free from decay, small pieces of leaves, and leaf stems without blades, and are free from damage caused by discoloration, seedstems, bud burn, freezing, foreign material, disease, insects or mechanical or other means. Leaves or parts of leaves of kale on the shown face shall be reasonably representative in size and quality of the contents of the container.

(a) Incident to proper grading and handling, not more than 3 percent, by weight, of the kale in any lot may be small pieces of leaves, and not more than 5 percent may fail to meet the remaining requirements of the grade, including not more than 2 percent for leaves or parts of leaves which are seriously damaged.

§ 51.976 U.S. Grade B.

U.S. Grade B shall consist of leaves or parts of leaves of kale which meet the requirements of U.S. Grade A, except that they need be only reasonably clean; and except that those with only the edges affected with bronze or slight yellowish color, but not dried, shall be permitted in this grade; and except for the increased tolerances for defects specified below:

(a) Incident to proper grading and handling, not more than 5 percent, by weight, of the kale in any lot may be small pieces of leaves, and not more than 10 percent may fail to meet the remaining requirements of the grade, including not more than 4 percent for leaves or parts of leaves which are seriously damaged.

OFF-GRADE

§ 51.977 Off-Grade kale.

Leaves or parts of leaves of kale which fail to meet the requirements of either of the foregoing grades shall be Off-Grade kale.

DEFINITIONS

§ 51.978 One type.

"One type" means that the kale is generally of the same color and character of growth. No mixture of types shall be permitted which materially affects the appearance of the lot.

§ 51.979 Fresh.

"Fresh" means that the leaves or parts of leaves are not more than slightly wilted.

§ 51.980 Fairly tender.

"Fairly tender" means that leaves and parts of leaves are not tough or excessively fibrous.

§ 51.981 Clean.

"Clean" means that the kale does not show more than a trace of grit, sand, dirt, silt, muck or other water insoluble inorganic material.

§ 51.982 Well trimmed.

"Well trimmed" means that the leaf stems (petioles) have been cut or broken off within ½ inch of the blade.

§ 51.983 Small pieces of leaves.

"Small pieces of leaves" means parts of leaves which are smaller in area than a circle one inch in diameter.

§ 51.984 Damage.

"Damage" means any injury or defect which materially affects the appearance, or the edible, shipping or keeping quality of the individual leaves or parts of leaves or the lot as a whole. The following defects or any combination of defects the seriousness of which exceeds the amount allowed for any one defect shall be considered as damage:

(a) Discoloration, when the appearance of the leaf or part of a leaf is materially affected.

(b) Mechanical damage, when the leaf or part of a leaf is very badly crushed, torn or broken.

§ 51.985 Serious damage.

"Serious damage" means any injury or defect which seriously affects the appearance, or the edible, shipping, or keeping quality of the individual leaves or parts of leaves or the lot as a whole. The following defects or any combination of defects the seriousness of which exceeds the amount allowed for any one defect shall be considered as serious damage:

(a) Leaves or parts of leaves which are badly discolored.

(b) Leaves or parts of leaves on which worms or worm frass are present, or leaves or parts of leaves on which there is more than slight infestation by other insects.

(c) Leaves which are affected by soft rot.

(d) Weeds, grass or pieces thereof, and other extraneous matter.

§ 51.986 Reasonably clean.

"Reasonably clean" means that the kale is reasonably free from grit, sand, dirt, silt, muck and other water insoluble inorganic material.

Subpart—United States Standards for Persian (Tahiti) Limes

SOURCE: 23 FR 4446, June 20, 1958, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1000 U.S. No. 1.

"U.S. No. 1" consists of Persian limes which are firm, fairly well formed, of fairly smooth texture, which are free from decay, stylar end breakdown or other internal discoloration, broken skins which are not healed, bruises (except those incident to proper handling and packing), hard or dry skins, and free from damage caused by freezing, dryness or mushy condition, sprayburn, exanthema (ammoniation), scars, thorn scratches, scale, sunburn, scab, blanching, yellow color, discoloration, buckskin, dirt or other foreign material, disease, insects or mechanical or other means.

(a) Each fruit in this grade shall have not less than an aggregate area of three-fourths of the surface of the fruit which shows good green color characteristic of the Persian lime: *Provided,* That lots of limes which fail to meet the U.S. No. 1 grade requirements only because of blanching shall be designated as "U.S. No. 1, Mixed Color": *And provided further,* That lots of limes which fail to meet the U.S. No. 1 or U.S. No. 1 Mixed Color grade requirements only because of turning yellow or yellow color, caused by the ripening process, shall be designated as "U.S. No. 1, Turning".

(b) The fruit shall have a juice content of not less than 42 percent, by volume.

(c) In order to allow for variations incident to proper grading and handling, not more than 10 percent, by count, of the fruit in any lot may fail to meet the color requirements. In addition, not more than 10 percent, by count, of the fruit in any lot may be below the remaining requirements of this grade, but not more than one-half of this amount, or 5 percent, shall be allowed for decay, stylar end breakdown, broken skins which are not healed, or defects causing serious damage including not more than one-half of 1 percent for decay at shipping point: *Provided,* That an additional tolerance of 2½ percent, or a total of not more than 3 percent, shall be allowed for decay en route or at destination.

§ 51.1001 U.S. Combination.

"U.S. Combination" consists of a combination of U.S. No. 1 and U.S. No. 2 limes: *Provided,* That at least 60 percent, by count, of the limes in the lot meet the requirements of U.S. No. 1 grade.

(a) In this grade the U.S. No. 1 limes shall meet the color requirements of the U.S. No. 1 grade and the U.S. No. 2 limes shall meet the color requirements of the U.S. No. 2 grade: *Provided,* That lots of limes which fail to meet the U.S. Combination grade requirements only because of blanching shall be designated as "U.S. Combination, Mixed Color": *And provided further,* That lots of limes which fail to meet the U.S. Combination or U.S. Combination Mixed Color grade requirements only because of turning yellow or yellow color, caused by the ripening process, shall be designated as "U.S. Combination, Turning".

(b) In order to allow for variations incident to proper grading and handling, not more than 10 percent, by count, of the fruit in any lot may fail to meet the color requirements. In addition, not more than 10 percent, by count, of the fruit in any lot may be below the remaining requirements of the lower grade in the combination, but not more than one-half of this amount, or 5 percent, shall be allowed for limes affected by decay, stylar end breakdown and broken skins which are not healed, including not more than one-half of 1 percent for decay at shipping point: *Provided*, That an additional tolerance of 2½ percent, or a total of not more than 3 percent, shall be allowed for decay en route or at destination.

(c) No part of the above tolerances shall be allowed to reduce for the lot as a whole, the 60 percent of U.S. No. 1 limes required in the U.S. Combination grade, but individual containers may have not less than 50 percent of the higher grade.

§ 51.1002 U.S. No. 2.

"U.S. No. 2" consists of Persian limes which are fairly firm, which are not badly deformed, and not of excessively rough texture, which are free from decay, stylar end breakdown or other internal discoloration, broken skins which are not healed, bruises (except those incident to proper handling and packing), and hard or dry skins, and free from serious damage caused by freezing, dryness or mushy condition, sprayburn, exanthema (ammoniation), scars, thorn scratches, scale, sunburn, scab, blanching, yellow color, discoloration, buckskin, dirt or other foreign material, disease, insects or mechanical or other means.

(a) Each fruit in this grade shall have not less than an aggregate area of one-half of the surface of the fruit which shows good green color characteristic of the Persian lime: *Provided*, That lots of limes which fail to meet the U.S. No. 2 grade requirements only because of blanching shall be designated as "U.S. No. 2, Mixed Color"; *And provided further*, That lots of limes which fail to meet the U.S. No. 2 or U.S. No. 2 Mixed Color grade requirements only because of turning yellow or yellow color, caused by the ripening process, shall be designated as "U.S. No. 2, Turning".

(b) The fruit shall have a juice content of not less than 42 percent, by volume.

(c) In order to allow for variations incident to proper grading and handling, not more than 10 percent, by count, of the fruit in any lot may fail to meet the color requirements. In addition, not more than 10 percent, by count, of the fruit in any lot may be below the remaining requirements of this grade, but not more than one-half of this amount, or 5 percent, shall be allowed for decay, stylar end breakdown, and broken skins which are not healed, including not more than one-half of 1 percent for decay at shipping point: *Provided*, That an additional tolerance of 2½ percent, or a total of not more than 3 percent, shall be allowed for decay en route or at destination.

UNCLASSIFIED

§ 51.1003 Unclassified.

"Unclassified" consists of Persian limes which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.1004 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade:

(1) For packages which contain more than 3 pounds and a tolerance of 10 percent or more is provided, individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 3 pounds and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified, except that at least one decayed fruit may be permitted in any package; and,

(2) For packages which contain 3 pounds or less, individual packages in any lot are not restricted as to the percentage of defects: *Provided*, That not more than 10 percent of the packages may have more than one decayed fruit.

STANDARD PACK

§ 51.1005 Standard pack.

(a) Fruit shall be fairly uniform in size, and when place packed in crates or cartons, the fruit shall be arranged according to the approved and recognized methods.

(b) All packages shall be well filled but the contents shall not show excessive or unnecessary bruising because of over-filled packages.

(c) "Fairly uniform in size" means that not more than 10 percent, by count of the fruit in any container may vary more than four-sixteenths of an inch in diameter.

(d) In order to allow for variations, other than sizing, incident to proper packing, not more than 5 percent of the packages in any lot may fail to meet the requirements of standard pack.

DEFINITIONS

§ 51.1006 Firm.

"Firm" means that the fruit is not soft or flabby.

§ 51.1007 Fairly well formed.

"Fairly well formed" means that the fruit shows normal characteristic shape for the Persian variety and is not materially flattened on one side.

§ 51.1008 Fairly smooth texture.

"Fairly smooth texture" means that the fruit is comparatively free from lumpiness and that pebbling is not abnormally coarse. Coarse pebbling is not objectionable as it is indicative of good keeping quality and is characteristic of the fruit, especially that from young trees.

§ 51.1009 Stylar end breakdown.

"Stylar end breakdown" is a physiological breakdown starting at the base of the nipple as a grayish tan water-soaked spot. A brownish discoloration develops in the rind. As it progresses the color of the affected area becomes darker and usually sinks below the healthy surface, but the area remains firm unless infected with secondary organisms that cause soft decay.

§ 51.1010 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the fruit. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Dryness or mushy condition which extends into all segments more than one-eighth of an inch at the stem end, or more than the equivalent of this amount, by volume, when occurring in other portions of the fruit;

(b) Sprayburn which changes the color to such an extent that the appearance of the fruit is materially affected, or which causes scarring that in the aggregate exceeds the area of a circle one-fourth inch in diameter;

(c) Exanthema (ammoniation) which materially detracts from the appearance of the fruit, or which occurs as small, thinly scattered spots over more than 10 percent of the fruit surface, or as solid scarring (not cracked) or depressions which in the aggregate exceed the area of a circle one-half inch in diameter;

(d) Scars which are dark, rough, or deep and in the aggregate exceed the area of a circle one-fourth inch in diameter, or scars which are fairly light in color, slightly rough, or of slight depth and in the aggregate exceed the area of a circle one-half inch in diameter, or scars which are light colored, fairly smooth, with no depth and aggregate more than 10 percent of the fruit surface;

(e) Thorn scratches when the injury is not well healed, or when dark colored, rough or deep and in the aggregate exceeds the area of a circle one-fourth inch in diameter, or when light colored, fairly smooth and concentrated and in the aggregate exceeds the area of a circle one-half inch in diameter, or light colored and scattered thorn injury which detracts from the appearance of the fruit to a greater extent than the aggregate area of one-half inch permitted for light colored concentrated injury;

(f) Scale when the appearance of the fruit is affected to a greater extent than that of a lime which has 10 medium to large California red or purple scale attached;

(g) Sunburn which causes appreciable flattening of the fruit, drying of the skin, material change in the color of the skin, appreciable drying of the flesh underneath the affected area, or which affects more than 5 percent of the fruit surface;

(h) Scab which materially affects the shape or texture;

(i) Blanching when more than 25 percent, in the aggregate, of the fruit surface shows a whitish to yellowish green area or areas because of shading, resting on the surface of the ground, or contact with other fruit on the tree. Such areas are not to be confused with limes which are turning yellow due to the ripening process;

(j) Yellow color when plainly visible and caused by the ripening process;

(k) Discoloration caused by rust mite, melanose or other means, when fairly smooth and more than 10 percent of the fruit surface is affected, or when slightly rough and in the aggregate exceeds the area of a circle one-half inch in diameter; and,

(l) Buckskin when more unsightly than the maximum discoloration allowed, or the fruit texture is materially affected.

§ 51.1011 Good green color.

"Good green color" means that the skin of the lime is of a good green color characteristic of the Persian variety.

§ 51.1012 Fairly firm.

"Fairly firm" means that the fruit is not soft or excessively flabby.

§ 51.1013 Badly deformed.

"Badly deformed" means that the fruit is seriously misshapen from any cause.

§ 51.1014 Excessively rough texture.

"Excessively rough texture" means that the skin is badly ridged or very decidedly lumpy.

§ 51.1015 Serious damage

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the fruit. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Dryness or mushy condition which extends into all segments more than one-fourth of an inch at the stem end, or more than the equivalent of this amount, by volume, when occurring in other portions of the fruit;

(b) Sprayburn which changes the color to such an extent that the appearance of the fruit is seriously injured or which causes scarring that in the aggregate exceeds the area of a circle one-half inch in diameter;

(c) Exanthema (ammoniation) which occurs as small spots over more than 25 percent of the fruit surface, or as solid scarring (not cracked) or depressions which aggregate more than 10 percent of the fruit surface;

(d) Scars which are dark, rough, or deep and aggregate more than 5 percent of the fruit surface, or scars which are fairly light in color, slightly rough, or of slight depth and aggregate more than 10 percent of the fruit surface, or scars which are light colored, fairly smooth with no depth and aggregate more than 25 percent of the fruit surface;

(e) Thorn scratches when the injury is not well healed, or when dark colored, rough or deep and aggregates more than 5 percent of the fruit surface, or when light colored, fairly smooth and concentrated and aggregates more than 10 percent of the fruit surface, or light colored and scattered thorn injury which detracts from the appearance of the fruit to a greater extent than the 10 percent light colored concentrated injury;

(f) Scale when the appearance of the fruit is affected to a greater extent than that of a lime which has a blotch the area of a circle one-half inch in diameter;

(g) Sunburn which causes decided flattening of the fruit, marked drying or dark discoloration of the skin, material drying of the flesh underneath the affected area, or which affects more than 10 percent of the fruit surface;

(h) Scab which seriously affects shape or texture;

(i) Blanching when more than 50 percent, in the aggregate, of the fruit surface shows a whitish to yellowish green area or areas because of shading, resting on the surface of the ground, or contact with other fruit on the tree. Such areas are not to be confused with limes which are turning yellow due to the ripening process;

(j) Yellow color when plainly visible and caused by the ripening process;

(k) Discoloration caused by rust mite, melanose or other means, when fairly smooth and more than 50 percent of the fruit surface is affected, or when slightly rough and more than 25 percent of the fruit surface is affected; and,

(l) Buckskin when more unsightly than the maximum discoloration allowed, or the fruit texture is seriously affected.

§ 51.1016 Diameter.

"Diameter" means the greatest dimension measured at right angles to a line from stem to blossom end of the fruit.

Subpart—United States Standards for Mustard Greens and Turnip Greens

SOURCE: 18 FR 7108, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.1030 General.

These standards are applicable to either mustard greens or turnip greens consisting of either plants (crown or root attached), or cut leaves but they shall not be applicable to mixtures of plants and cut leaves or mixtures of mustard greens and turnip greens in the same container.

GRADES

§ 51.1031 U.S. No. 1.

U.S. No. 1 consists of mustard greens or turnip greens of similar varietal characteristics which are fresh, fairly tender, fairly clean, and which are free from decay and free from damage caused by seedstems, discoloration, freezing, foreign material, disease, insects or mechanical or other means.

(a) *Specifications for roots.* In the case of turnip greens with roots attached, the roots shall be firm and free from damage by any cause and unless otherwise specified, the maximum diameter of the root shall be 1½ inches.

(b) *Tolerance for defects.* In order to allow for variations incident to proper grading and handling, other than for size of roots and mixtures of plants and leaves, not more than a total of 10 percent, by weight, of the units in any lot, may fail to meet the requirements of the grade: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for serious damage by any cause and including therein not more than 2 percent of decay. (See § 51.1034.)

(c) *Tolerance for mixtures of whole plants and leaves.* Not more than 5 percent, by weight, of the mustard or turnip greens may consist of cut leaves in a lot consisting of plants, or of plants in a lot consisting of cut leaves. (See § 51.1034.)

(d) *Tolerance for size.* Turnip greens with roots attached shall have not more than 10 percent, by weight, of roots which are larger than the specified maximum size. (See § 51.1034.)

UNCLASSIFIED

§ 51.1032 Unclassified.

Unclassified consists of mustard greens or turnip greens which have not been classified in accordance with the foregoing grade. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.1033 Application of tolerances.

(a) The contents of individual containers in the lot, based on sample inspection, are subject to the following limitation: *Provided,* That the averages for the entire lot are within the tolerances specified.

(1) When a tolerance is 10 percent or more, individual containers in any lot shall have not more than one and one-half times the tolerance specified.

(2) When a tolerance is less than 10 percent, individual containers in any lot shall have not more than double the tolerance specified.

§ 51.1034 Basis for calculating percentages.

Percentages shall be calculated on the basis of weight or an equivalent basis. When mustard greens or turnip greens are packed as plants, each plant shall be considered as a unit. When packed as cut leaves, the individual leaf shall be considered as a unit.

DEFINITIONS

§ 51.1035 Similar varietal characteristics.

"Similar varietal characteristics" means that the mustard or turnip greens shall be of one type (such as, crinkly leaf type or smooth leaf type in the case of mustard greens). No mixture of types shall be permitted which materially affects the appearance of the lot.

§ 51.1036 Fresh.

"Fresh" means that the mustard or turnip leaves are not more than slightly wilted.

§ 51.1037 Fairly tender.

"Fairly tender" means that the mustard or turnip greens are not old, tough, or excessively fibrous.

§ 51.1038 Fairly clean.

"Fairly clean" means that the appearance of the mustard or turnip greens is not materially affected by the presence of mud, dirt, or other foreign material.

§ 51.1039 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual plant (with or without roots), the individual cut leaf, or the lot as a whole. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Seedstems when more than one-fourth the length of the longest leaf;

(b) Discoloration when the appearance of the individual unit is materially affected by yellowing or any other type of discoloration; and,

(c) Mechanical damage when the individual unit is badly crushed, torn, or broken.

§ 51.1040 Firm.

"Firm" means that the root is not soft, flabby, or shriveled.

§ 51.1041 Diameter.

"Diameter" means the greatest dimension measured at right angles to a line from the center of the crown to the base of the root.

§ 51.1042 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the individual plant (with or without roots), the individual cut leaf, or the lot as a whole. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Insects when the unit is noticeably infested or when seriously damaged by them;

(b) Discoloration when the unit is badly discolored; and,

(c) Decay.

Subpart—United States Standards for Common Green Onions [1]

SOURCE: 18 FR 7109, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1055 U.S. No. 1.

U.S. No. 1 shall consist of green onions which are fairly well-formed, firm, young and tender, fairly clean, free from decay, and from damage caused by seedstems, roots, foreign material, disease, insects, mechanical or other means. The bulbs shall be well trimmed. The tops shall be fresh, of good green color, free from damage caused by broken or bruised leaves or by clipping. When all the tops of the onions have been evenly clipped back in accordance with good commercial practice, they shall be specified as "Clipped Tops" in connection with the grade.

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[1] These standards apply only to commonly cultivated green onions (Allium cepa) and not to leeks (Allium porrum), Welch or Japanese multiplier onions (Allium fistulosum), and shallots (Allium ascalonicum).

(a) *Over-all length.* Unless otherwise specified, the over-all length (roots excepted) of the onions shall be not more than 24 inches nor less than 8 inches and the onions shall be not less than one-fourth of an inch or more than one inch in diameter.

(b) *Tolerance for defects.* In order to allow for variations, other than size, incident to proper grading and handling, not more than a total of 10 percent, by count, of the onions in any lot may fail to meet the requirements of this grade, but not more than 5 percent shall be allowed for defects causing serious damage, including not more than 2 percent for onions affected by decay.

(c) *Tolerance for size.* Not more than a total of 10 percent, by count, of the onions in any lot may fail to meet the requirements as to the specified length, minimum diameter or maximum diameter, but not more than 5 percent shall be allowed for any one of the requirements for size.

§ 51.1056 U.S. No. 2.

U.S. No. 2 shall consist of green onions which are not badly misshapen, and which are fairly firm, fairly young and tender, fairly clean, free from decay and from serious damage caused by seedstems, roots, foreign material, disease, insects, mechanical or other means. The bulbs shall be fairly well trimmed. The tops shall be fresh, of fairly good green color, and free from serious damage caused by broken or bruised leaves, or by clipping. When all the tops of the onions have been evenly clipped back in accordance with good commercial practice, they shall be specified as "Clipped Tops" in connection with the grade.

(a) *Over-all length.* Unless otherwise specified, the over-all length (roots excepted) of the onions shall be not less than 8 inches and the onions shall be not less than one-fourth of an inch or more than one and one-half inches in diameter.

(b) *Tolerance for defects.* In order to allow for variations, other than size, incident to proper grading and handling, not more than a total of 10 percent, by count, of the onions in any lot may fail to meet the requirements of this grade, including not more than 2 percent for onions affected by decay.

(c) *Tolerance for size.* Not more than a total of 10 percent, by count, of the onions in any lot may fail to meet the requirements of the specified length, minimum or maximum diameter, but not more than 5 percent shall be allowed for any one of the requirements for size.

UNCLASSIFIED

§ 51.1057 Unclassified.

Unclassified shall consist of onions which are not graded in conformity with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

SIZE

§ 51.1058 Size.

The following terms and definitions are provided for describing the diameters of any lot:

"Small" means less than ½ inch.
"Medium" means ½ to 1 inch, inclusive.
"Large" means over 1 inch.

APPLICATION OF TOLERANCES

§ 51.1059 Application of tolerances.

(a) The contents of individual containers in the lot, based on sample inspection, are subject to the following limitations, provided the averages for the entire lot are within the tolerances specified:

(1) When a tolerance is 10 percent or more, individual containers in any lot shall have not more than one and one-half times the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any container.

(2) When a tolerance is less than 10 percent, individual containers in any

lot shall have not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any container.

DEFINITIONS

§ 51.1060 Fairly well formed.

"Fairly well formed" means that the onion is not more than slightly curved, angular, crooked, lopsided or otherwise slightly misshapen.

§ 51.1061 Fairly clean.

"Fairly clean" means that the appearance of the onion is not materially injured by dirt.

§ 51.1062 Damage.

"Damage" means any injury or defect which materially affects the appearance, or the edible or shipping quality.

(a) *Seedstems.* An onion with a seedstem shall be considered as damaged if the seedstem has been broken at a point other than at the top, or is coarse, fibrous, hollow or soft, or has separated naturally from the sheath or skin. Onions often show flower buds while the seedstem is still tender. Such onions are not objectionable if the flower buds have been removed, or if present, are not noticeably protruding; however, an onion with a seedstem which, after the flower bud has been removed, exceeds the length of the longest leaves of the plant, shall be considered as damaged.

(b) *Clipping.* The tops of onions are sometimes clipped or pinched back to remove discolored or otherwise injured leaves. An individual plant shall not be considered as damaged when not more than the tips of all the leaves have been clipped or pinched back; or when not more than half the leaves have been clipped or pinched back to a greater extent but not to the extent that the appearance is materially injured; or when the tops of all the onions have been evenly clipped back in accordance with good commercial practice and the designation "Clipped Tops" is specified in connection with the grade.

§ 51.1063 Well trimmed.

"Well trimmed" means that the bulb is not broken above the point of root attachment and is practically free from dead, discolored or slick outer skins. Fresh, clean, loose skins which do not materially affect the appearance of the individual onion or the bunch are permitted.

§ 51.1064 Fresh.

"Fresh" means that the tops are not withered or badly wilted.

§ 51.1065 Good green color.

"Good green color" means that the tops have a normal green color characteristic of healthy plants. A slight discoloration of the extreme tips and slight scarring caused by thrips are not objectionable.

§ 51.1066 Diameter.

"Diameter" means the greatest dimension of the onion taken at right angles to the longitudinal axis.

§ 51.1067 Not badly misshapen.

"Not badly misshapen" means that the onion is not badly curved or crooked.

§ 51.1068 Fairly young and tender.

"Fairly young and tender" means that the onion is not tough, stringy, or advanced to the stage where the neck is flabby.

§ 51.1069 Serious damage.

"Serious damage" means any injury or defect which seriously affects the appearance, or the edible or shipping quality.

(a) Seedstems which are excessively coarse or fibrous shall be considered as serious damage.

(b) Badly broken or badly bruised tops shall be considered as serious damage.

(c) Clipping. The tops of onions are sometimes clipped or pinched back to remove discolored or otherwise injured leaves. An individual plant shall not be considered as seriously damaged when not more than the tips of all the leaves have been clipped or pinched back; or when not more than half the leaves have been clipped or pinched back to a greater extent but not to the extent that the appearance is seriously injured; or when the tops of all the onions have been evenly clipped back in accordance with good commercial practice and the designation "Clipped Tops" is specified in connection with the grade.

§ 51.1070 Fairly well trimmed.

"Fairly well trimmed" means that the bulb is not broken above the point of root attachment and is reasonably free from dead, discolored or slick outer skins. Fresh, fairly clean, loose skins which do not seriously affect the appearance of the individual onion or the bunch are permitted.

§ 51.1071 Fairly good green color.

"Fairly good green color" means that the tops are pale or yellowish green or otherwise slightly discolored.

Subpart—United States Standards for Oranges (California and Arizona)

SOURCE: 22 FR 6818, Aug. 23, 1957, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1085 U.S. Fancy.

"U.S. Fancy" consists of oranges of similar varietal characteristics which are mature, well colored, firm, well formed, of smooth texture, and which are free from decay, broken skins which are not healed, hard or dry skins, exanthema, growth cracks, bruises (except those incident to proper handling and packing), dryness or mushy condition, and free from injury caused by split, rough, wide or protruding navels, creasing, scars, oil spots, scale, sunburn, dirt or other foreign material, disease, insects or mechanical or other means. (See § 51.1091.)

§ 51.1086 U.S. No. 1.

"U.S. No. 1" consists of oranges of similar varietal characteristics which are mature, firm, well formed, of fairly smooth texture, and which are free from decay, broken skins which are not healed, hard or dry skins, exanthema, growth cracks, bruises (except those incident to proper handling and packing), and free from damage caused by dryness or mushy condition, split, rough, wide or protruding navels, creasing, scars, oil spots, scale, sunburn, dirt or other foreign material, disease, insects or mechanical or other means. Each fruit shall be well colored except Valencia oranges which shall be at least fairly well colored: *Provided*, That navel oranges in any lot which is destined for export and which is certified as meeting the standards for export need be only fairly well colored. (See § 51.1091.)

§ 51.1087 U.S. Combination.

"U.S. Combination" consists of a combination of U.S. No. 1 and U.S. No. 2 oranges: *Provided*, That at least 40 percent, by count, of the oranges in each container meet the requirements of U.S. No. 1 grade. (See § 51.1092.)

§ 51.1088 U.S. No. 2.

"U.S. No. 2" consists of oranges of similar varietal characteristics which are mature, fairly well colored, fairly firm, fairly well formed, which may be of slightly rough texture, and which are free from decay, broken skins which are not healed, hard or dry skins, exanthema, growth cracks, and free from serious damage caused by bruises, dryness or mushy condition, split or protruding navels, creasing, scars, oil spots, scale, sunburn, dirt or other foreign material, disease, insects or mechanical or other means. (See § 51.1091.)

UNCLASSIFIED

§ 51.1089 Unclassified.

"Unclassified" consists of oranges which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.1090 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the tolerances set forth in §§ 51.1091 and 51.1092 are provided as specified.

§ 51.1091 U.S. Fancy, U.S. No. 1, and U.S. No. 2 grades.

Not more than 10 percent, by count, of the oranges in any lot may fail to meet the requirements relating to color. In addition, not more than 10 percent, by count, of the oranges in any lot may fail to meet the remaining requirements of the specified grade, but not more than one-twentieth of this amount, or one-half of 1 percent, shall be allowed for decay at shipping point: *Provided,* That an additional tolerance of 2½ percent, or a total of not more than 3 percent, shall be allowed for decay en route or at destination.

§ 51.1092 U.S. Combination grade.

Not more than 10 percent, by count, of the oranges in any lot may fail to meet the requirements of the U.S. No. 2 grade relating to color. In addition, not more than 10 percent, by count, of the oranges in any lot may fail to meet the remaining requirements of the U.S. No. 2 grade, but not more than one-twentieth of this amount, or one-half of 1 percent, shall be allowed for decay at shipping point: *Provided,* That an additional tolerance of 2½ percent, or a total of not more than 3 percent, shall be allowed for decay en route or at destination.

(a) No part of any tolerance shall be allowed to reduce for the lot as a whole the percentage of U.S. No. 1 required in the combination, but individual containers may have not more than a total of 10 percent less than percentage of U.S. No. 1 required: *Provided,* That the entire lot averages within the percentage required.

APPLICATION OF TOLERANCES

§ 51.1093 Application of tolerances.

(a) Except when applying the tolerances for standards for export, the contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade:

(1) For packages which contain more than 10 pounds, and a tolerance of 10 percent or more is provided, individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 10 pounds and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified, except that at least one decayed orange may be permitted in any package.

(2) For packages which contain 10 pounds or less, individual packages in any lot are not restricted as to the percentage of defects: *Provided,* That not more than one orange which is seriously damaged by dryness or mushy condition may be permitted in any package and, in addition, en route or at destination not more than 10 percent of the packages may have more than one decayed orange.

STANDARD PACK

§ 51.1094 Standard pack.

(a) Oranges shall be fairly uniform in size and shall be packed in boxes or cartons and arranged according to the approved and recognized methods. Each wrapped fruit shall be fairly well enclosed by its individual wrapper.

(b) All such containers shall be tightly packed and well filled but the contents shall not show excessive or unnecessary bruising because of overfilled containers. When oranges are packed in standard nailed boxes, each box shall have a minimum bulge of 1¼ inches; when packed in cartons or in wire-bound boxes, each container shall be at least level full at time of packing.

(c) "Fairly uniform in size" means that when oranges are packed for 113 carton count or smaller size, or equivalent sizes when packed in other containers, not more than 10 percent, by count, of the oranges in any container may vary more than five-sixteenths inch in diameter; when packed for sizes larger than 113 carton count or equivalent sizes packed in other containers, not more than 10 percent, by count, of the oranges in any container may vary more than seven-sixteenths inch in diameter.

(1) "Diameter" means the greatest dimension measured at right angles to a line from stem to blossom end of the fruit.

(d) In order to allow for variations incident to proper packing, when oranges are wrapped not more than 10 percent of the wrapped fruit in any container may fail to meet the requirements pertaining to wrapping; and, not more than 5 percent of the containers in any lot may fail to meet the requirements for standard pack.

STANDARD SIZING AND FILL

§ 51.1095 Standard sizing and fill.

(a) Boxes or cartons in which oranges are not packed according to a definite pattern do not meet the requirements of standard pack, but may be certified as meeting the requirements of standard sizing and fill: *Provided,* That the oranges in the containers are fairly uniform in size as defined in § 51.1094: *And provided further,* That the contents have been properly shaken down and the container is at least level full at time of packing.

(b) In order to allow for variations incident to proper packing, not more than 5 percent of the containers in any lot may fail to meet the requirements of standard sizing and fill.

STANDARDS FOR EXPORT

§ 51.1096 Standards for export.

(a) Not more than a total of 10 percent, by count, of the oranges in any container may be soft, affected by decay, have broken skins which are not healed, growth cracks, or be damaged by creasing or skin breakdown, or seriously damaged by split or protruding navels, or by dryness or mushy condition, except that:

(1) Not more than one-half of 1 percent shall be allowed for oranges affected by decay;

(2) Not more than 3 percent shall have broken skins which are not healed;

(3) Not more than 3 percent shall have growth cracks;

(4) Not more than 5 percent shall be soft;

(5) Not more than 5 percent shall be damaged by creasing;

(6) Not more than 5 percent shall be seriously damaged by split or protruding navels;

(7) Not more than 5 percent shall be seriously damaged by dryness or mushy condition; and,

(8) Not more than 5 percent shall be damaged by skin breakdown.

(b) Any lot of oranges shall be considered as meeting the standards for export if the entire lot averages within the requirements specified: *Provided,* That no sample from the containers in any lot shall have more than double the percentage specified for any one defect, and that not more than a total of 10 percent, by count, of the oranges in any container has any of the defects enumerated in the standards for export.

DEFINITIONS

§ 51.1097 Similar varietal characteristics.

"Similar varietal characteristics" means that the oranges in any container are similar in color and type.

§ 51.1098 Well colored.

"Well colored" means that the fruit is at least light orange in color, with not more than a trace of green at the stem end, and not more than 15 percent of the remainder of the surface of the fruit shows green color.

§ 51.1099 Firm.

"Firm" means that the fruit does not yield more than slightly to moderate pressure.

§ 51.1100 Well formed.

"Well formed" means that the fruit shows the normal shape characteristic of the variety.

§ 51.1101 Smooth texture.

"Smooth texture" means that the skin is of fairly fine grain for the variety, the "pebbling" is not pronounced, and any furrows radiating from the stem end are shallow.

§ 51.1102 Injury.

"Injury" means any defect which more than slightly affects the appearance, or the edible or shipping quality of the fruit. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as injury:

(a) Split, rough, wide or protruding navels when a split is unhealed or is more than one-eighth inch in length; or when the navel protrudes beyond the general contour of the fruit; or when flush with the contour but with the opening so wide, considering the size of the fruit, or the navel growth so folded and ridged that it detracts noticeably from the appearance of the fruit;

(b) Slight creasing which is more than barely visible, or which extends over more than 20 percent of the fruit surface;

(c) Scars (including sprayburn and fumigation injury) which exceed the following aggregate areas of different types of scars, or a combination of two or more types of scars the seriousness of which exceeds the maximum allowed for any one type:

(1) Scars which are very dark and which have an aggregate area exceeding that of a circle one-eighth inch in diameter;

(2) Scars which are dark, rough or deep and which have an aggregate area exceeding that of a circle one-fourth inch in diameter;

(3) Scars which are fairly light in color, slightly rough, or with slight depth and which have an aggregate area exceeding that of a circle one-half inch in diameter; and,

(4) Scars which are light in color, fairly smooth, with no depth and which have an aggregate area of more than 5 percent of the fruit surface;

(d) Oil spots (oleocellosis or similar injuries) which are depressed or soft, or which have an aggregate area of more than 2½ percent of the fruit surface, or which are green and more than 4 in number;

(e) Scale when medium or large and more than 5 are present; and,

(f) Sunburn which appreciably changes the normal color or shape of the fruit, or which affects more than 10 percent of the fruit surface.

§ 51.1103 Fairly smooth texture.

"Fairly smooth texture" means that the skin does not feel noticeably rough or coarse for the variety. The size of the fruit should be considered in judging texture, as large fruit is not usually as smooth as smaller fruit. It is common for the fruit to show larger and coarser "pebbling" on the stem end portion than on the blossom end. The presence of furrows or grooves on the stem end portion of the fruit is a common condition in certain varieties, and the fruit shall not be considered as slightly rough unless the furrows or grooves are of sufficient depth, length, and number as to materially affect the appearance and smoothness of the orange.

§ 51.1104 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the fruit. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Dryness or mushy condition when affecting all segments more than one-fourth inch at the stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit;

(b) Split, rough, wide or protruding navels when there are more than three splits, or when any split is unhealed or is more than one-fourth inch in length; or navels which flare, bulge, or protrude materially beyond the general contour of the fruit; or when the navel opening is so wide, considering the size of the fruit, or the navel growth so folded and ridged that it detracts materially from the appearance of the fruit;

(c) Creasing which materially weakens the skin, or which extends over more than one-third of the fruit surface;

(d) Scars (including sprayburn and fumigation injury) which exceed the following aggregate areas of different types of scars, or a combination of two or more types of scars the seriousness of which exceeds the maximum allowed for any one type:

(1) Scars which are very dark, with slight depth, and which have an aggregate area exceeding that of a circle one-fourth inch in diameter;

(2) Scars which are very dark, with no depth, and which have an aggregate area exceeding that of a circle one-half inch in diameter;

(3) Scars which are dark, and rough or deep, and which have an aggregate area exceeding that of a circle one-half inch in diameter;

(4) Scars which are dark, and slightly rough or with slight depth, and which have an aggregate area exceeding that of a circle three-fourths inch in diameter;

(5) Scars which are fairly light in color, slightly rough or with slight depth, and which have an aggregate area of more than 5 percent of the fruit surface; and,

(6) Scars which are light in color, fairly smooth, with no depth, and which have an aggregate area of more than 10 percent of the fruit surface;

(e) Oil spots (oleocellosis or similar injuries) which are depressed or soft, or which have an aggregate area of more than 5 percent of the fruit surface, or which are green and more than 7 in number;

(f) Scale when medium or large and more than 3 scales are present in each of 3 circular areas 1 inch in diameter, selected as the worst infested areas, or when more than 7 scales are present in one of these areas: *Provided*, That scale within a circle five-eighths inch in diameter centered at the stem button or button socket shall not be considered in determining whether an orange is damaged; and,

(g) Sunburn which causes appreciable flattening of the fruit, drying or darkening of the skin, or affects more than 25 percent of the fruit surface.

§ 51.1105 Fairly well colored.

"Fairly well colored" means that the yellow or orange color predominates on the fruit.

§ 51.1106 Fairly firm.

"Fairly firm" means that the fruit may yield to moderate pressure but is not soft.

§ 51.1107 Fairly well formed.

"Fairly well formed" means that the fruit is not of the shape characteristic of the variety but is not decidedly flattened, pointed, extremely elongated, or otherwise badly deformed.

§ 51.1108 Slightly rough texture.

"Slightly rough texture" means that the skin is not decidedly rough, badly folded, badly ridged, or decidedly lumpy. Heavily "pebbled" skin shall be considered as slightly rough.

§ 51.1109 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the fruit. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Dryness or mushy condition when affecting all segments more than one-half inch at the stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit;

(b) Split or protruding navels when any split is unhealed or is more than one-half inch in length, or when two or more splits aggregate more than 1 inch in length; or navels which protrude seriously beyond the general contour of the fruit; or when the navel opening is so wide, considering the size of the fruit, or the navel growth so badly folded and ridged that it detracts seriously from the appearance of the fruit;

(c) Creasing which seriously weakens the skin, or which is distributed over practically the entire fruit surface;

(d) Scars (including sprayburn and fumigation injury) which exceed the following aggregate areas of different types of scars, or a combination of two or more types of scars the seriousness of which exceeds the maximum allowed for any one type:

(1) Scars which are very dark, very rough or very deep, and which have an aggregate area of more than 5 percent of the fruit surface;

(2) Scars which are dark, rough or deep, and which have an aggregate

area of more than 10 percent of the fruit surface;

(3) Scars which are fairly light in color, slightly rough or of slight depth, and which have an aggregate area of more than 15 percent of the fruit surface; and,

(4) Scars which are light in color, fairly smooth, with no depth, and which have an aggregate area of more than 25 percent of the fruit surface;

(e) Oil spots (oleocellosis or similar injuries) which are depressed or soft, or which have an aggregate area of more than 10 percent of the fruit surface;

(f) Scale when medium or large and more than 9 scales are present in each of 3 circular areas 1 inch in diameter, selected as the worst infested areas, or if more than 19 scales are present in one of these areas: *Provided*, That scale within a circle five-eighths inch in diameter centered at the stem button or button socket shall not be considered in determining whether an orange is seriously damaged; and,

(g) Sunburn which causes decided flattening of the fruit, drying or dark discoloration of the skin, or which affects more than one-third of the fruit surface.

Subpart—United States Standards for Grades of Florida Oranges and Tangelos [1]

Source: 45 FR 72096, Oct. 31, 1980, unless otherwise noted. Redesignated at 46 FR 63203, Dec. 31, 1981.

General

§ 51.1140 General.

The standards contained in this subpart apply only to the common or sweet orange group and varieties and hybrids of varieties belonging to the Mandarin group, except tangerines, and to the citrus fruit commonly known as "tangelo"—a hybrid between tangerine or mandarin orange (citrus reticulata) with either the grapefruit or pomelo (C. paradisi and C. grandis). Separate U.S. Standards apply to tangerines. The standards for internal quality contained in §§ 51.1175 through 51.1178 apply only to common sweet oranges (citrus sinensis (L) Osbeck).

Grades

§ 51.1141 U.S. Fancy.

"U.S. Fancy" consists of oranges which meet the following requirements:

(a) Basic requirements:

(1) Discoloration:

(i) Not more than one-tenth of the surface, in the aggregate, may be affected by discoloration. (See § 51.1161.)

(2) Firm;

(3) Mature;

(4) Similar varietal characteristics;

(5) Smooth texture;

(6) Well colored; and,

(7) Well formed.

(b) Free from:

(1) Ammoniation;

(2) Bruises;

(3) Buckskin;

(4) Caked melanose;

(5) Creasing;

(6) Cuts not healed;

(7) Decay;

(8) Growth cracks;

(9) Scab;

(10) Split navels;

(11) Sprayburn;

(12) Undeveloped segments; and,

(13) Wormy fruit.

(c) Free from injury caused by:

(1) Green spots;

(2) Oil spots;

(3) Rough, wide or protruding navels;

(4) Scale;

(5) Scars;

(6) Skin breakdown; and.

(7) Thorn scratches.

(d) Free from damage caused by:

(1) Dirt or other foreign material;

(2) Disease;

(3) Dryness or mushy condition;

(4) Hail;

(5) Insects;

(6) Riciness or woodiness;

(7) Sunburn; and,

(8) Other means.

(e) For tolerances see § 51.1152.

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[1] Compliance with the provisions of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug and Cosmetic Act, or with applicable State laws and regulations.

(f) Internal quality:

(1) Lots meeting the internal requirements for "U.S. Grade AA Juice (Double A)" or "U.S. Grade A Juice" may be so specified in connection with the grade. (See §§ 51.1175—51.1178.)

[45 FR 72096, Oct. 31, 1980; 45 FR 76948, Nov. 21, 1980. Redesignated at 46 FR 63203, Dec. 31, 1981]

§ 51.1142 U.S. No. 1 Bright.

The requirements for this grade are the same as for U.S. No. 1 except that no fruit may have more than one-fifth of its surface, in the aggregate, affected by discoloration.

(a) For tolerances see § 51.1152.

(b) Internal quality:

(1) Lots meeting the internal requirements for "U.S. Grade AA Juice (Double A)" or "U.S. Grade A Juice" may be so specified in connection with the grade. (See §§ 51.1175—51.1178.)

§ 51.1143 U.S. No. 1.

"U.S. No. 1" consists of oranges which meet the following requirements:

(a) Basic requirements:

(1) Color;

(i) Early and midseason varieties shall be fairly well colored.

(ii) For Valencia and other late varieties, not less than 50 percent, by count, shall be fairly well colored and the remainder reasonably well colored.

(2) Discoloration:

(i) Not more than one-third of the surface, in the aggregate, may be affected by discoloration. (See § 51.1161.)

(3) Fairly smooth texture;

(4) Firm;

(5) Mature;

(6) Similar varietal characteristics; and,

(7) Well formed.

(b) Free from:

(1) Cuts not healed;

(2) Bruises;

(3) Decay;

(4) Growth cracks; and,

(5) Wormy fruit.

(c) Free from damage caused by:

(1) Ammoniation;

(2) Buckskin;

(3) Caked melanose;

(4) Creasing;

(5) Dirt or other foreign material;

(6) Disease;

(7) Dryness or mushy condition;

(8) Green spots;

(9) Hail;

(10) Insects;

(11) Oil spots;

(12) Riciness or woodiness;

(13) Scab;

(14) Scale;

(15) Scars;

(16) Skin breakdown;

(17) Split, rough or protruding navels;

(18) Sprayburn;

(19) Sunburn;

(20) Thorn scratches; and,

(21) Other means.

(d) For tolerances see § 51.1152.

(e) Internal quality:

(1) Lots meeting the internal requirements for "U.S. Grade AA Juice (Double A)" or "U.S. Grade A Juice" may be so specified in connection with the grade. (See §§ 51.1175—51.1178.)

§ 51.1144 U.S. No. 1 Golden.

The requirements for this grade are the same as for U.S. No. 1 except that not more than the number of fruits permitted in § 51.1152, Tables I and II, shall have more than one-third of their surface, in the aggregate, affected by discoloration.

(a) For tolerances see § 51.1152.

(b) Internal quality:

(1) Lots meeting the internal requirements for "U.S. Grade AA Juice (Double A)" or "U.S. Grade A Juice" may be so specified in connection with the grade. (See §§ 51.1175—51.1178.)

§ 51.1145 U.S. No. 1 Bronze.

The requirements for this grade are the same as for U.S. No. 1 except that all fruit must show some discoloration. Not less than the number of fruits required in § 51.1152, Tables I and II, shall have more than one-third of their surface, in the aggregate, affected by discoloration. The predominating discoloration on these fruits shall be of rust mite type.

(a) For tolerances see § 51.1152 .

(b) Internal quality:

(1) Lots meeting the internal requirements for "U.S. Grade AA Juice (Double A)" or "U.S. Grade A Juice"

may be so specified in connection with the grade. (See §§ 51.1175—51.1178.)

§ 51.1146 U.S. No. 1 Russet.

The requirements for this grade are the same as for U.S. No. 1 except that not less than the number of fruits required in § 51.1152, Tables I and II, shall have more than one-third of their surface, in the aggregate, affected by any type of discoloration.

(a) For tolerances see § 51.1152.

(b) Internal quality:

(1) Lots meeting the internal requirements for "U.S. Grade AA Juice (Double A)" or "U.S. Grade A Juice" may be so specified in connection with the grade. (See §§ 51.1175—51.1178.)

§ 51.1147 U.S. No. 2 Bright.

The requirements for this grade are the same as for U.S. No. 2 except that no fruit may have more than one-fifth of its surface, in the aggregate, affected by discoloration.

(a) For tolerances see § 51.1152.

(b) Internal quality:

(1) Lots meeting the internal requirements for "U.S. Grade AA Juice (Double A)" or "U.S. Grade A Juice" may be so specified in connection with the grade. (See §§ 51.1175—51.1178.)

§ 51.1148 U.S. No. 2.

"U.S. No. 2" consists of oranges which meet the following requirements:

(a) Basic requirements:

(1) Discoloration,

(i) Not more than one-half of the surface, in the aggregate, may be affected by discoloration. (See § 51.1161.)

(2) Fairly firm;

(3) Mature;

(4) Reasonably well colored;

(5) Similar varietal characteristics;

(6) Not more than slightly misshapen; and,

(7) Not more than slightly rough texture.

(b) Free from:

(1) Bruises;

(2) Cuts not healed;

(3) Decay;

(4) Growth cracks; and,

(5) Wormy fruit.

(c) Free from serious damage caused by:

(1) Ammoniation;

(2) Buckskin;

(3) Caked melanose;

(4) Creasing;

(5) Dirt or other foreign material;

(6) Disease;

(7) Dryness or mushy condition;

(8) Green spots;

(9) Hail;

(10) Insects;

(11) Oil spots;

(12) Riciness or woodiness;

(13) Scab;

(14) Scale;

(15) Scars;

(16) Skin breakdown;

(17) Split, rough or protruding navels;

(18) Sprayburn;

(19) Sunburn;

(20) Thorn scratches; and,

(21) Other means.

(d) For tolerances see § 51.1152.

(e) Internal quality:

(1) Lots meeting the internal requirements for "U.S. Grade AA Juice (Double A)" or "U.S. Grade A Juice" may be so specified in connection with the grade. (See §§ 51.1175—51.1178.)

§ 51.1149 U.S. No. 2 Russet.

The requirements for this grade are the same as for U.S. No. 2 except that not less than the number of fruits required in § 51.1152, Tables I and II, shall have more than one-half of their surface, in the aggregate, affected by discoloration.

(a) For tolerances see § 51.1152.

(b) Internal quality:

(1) Lots meeting the internal requirements for "U.S. Grade AA Juice (Double A)" or "U.S. Grade A Juice" may be so specified in connection with the grade. (See §§ 51.1175—51.1178.)

§ 51.1150 U.S. No. 3.

"U.S. No. 3" consists of oranges which meet the following requirements:

(a) Basic requirements:

(1) Mature;

(2) Misshapen;

(3) Poorly colored;

(i) Not more than 25 percent of the surface may be of a solid dark green color.

(4) Rough texture, not seriously lumpy;

(5) Similar varietal characteristics; and,

(6) Slightly spongy.

(b) Free from:

(1) Cuts not healed;

(2) Decay; and,

(3) Wormy fruit.

(c) Free from very serious damage caused by:

(1) Ammoniation;

(2) Bruises;

(3) Buckskin;

(4) Caked melanose;

(5) Creasing;

(6) Disease;

(7) Dryness or mushy condition;

(8) Growth cracks;

(9) Hail;

(10) Insects;

(11) Riciness or woodiness;

(12) Scab;

(13) Scale;

(14) Scars;

(15) Skin breakdown;

(16) Split navels;

(17) Sprayburn;

(18) Sunburn; and,

(19) Other means.

(d) For tolerances see § 51.1152.

(e) Internal quality:

(1) Lots meeting the internal requirements for "U.S. Grade AA Juice (Double A)" or "U.S. Grade A Juice" may be so specified in connection with the grade. (See §§ 51.1175-51.1178.)

UNCLASSIFIED

§ 51.1151 Unclassified.

"Unclassified" consists of oranges or tangelos which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.1152 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, based on sample inspection, the number of defective or off-size specimens in the individual sample, and the number of defective or off-size specimens in the lot shall be within the limitations specified in Tables I and II.

TABLE I—SHIPPING POINT [1]

[FOR 1 THROUGH 20 SAMPLES]

[See footnotes at end of Table I]

Factor	Grades	AL [2]	Number of 50-count samples [3] (Florida Oranges, Tangelos)																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
			Acceptance numbers [4] (maximum permitted)																			
Decay	U.S. Fancy U.S. No. 1. U.S. No. 2.	1	0	1	[5]1	1	2	[5]2	2	3	3	3	[5]3	3	4	4	[5]4	4	5	5	5	5
	U.S. No. 3.	2	0	1	2	[5]2	2	[5]3	3	4	4	[5]4	5	5	[5]5	6	6	[5]6	6	7	7	[5]7
Wormy fruit.	All.	1	0	1	[5]1	1	2	[5]2	2	3	3	3	[5]3	3	4	4	[5]4	4	5	5	5	5
Very serious damage including decay and wormy fruit.	U.S. Fancy. U.S. No. 1. U.S. No. 2.	6	4	6	9	11	14	16	18	20	22	24	26	28	30	33	35	37	39	41	43	45
Total defects including decay, wormy fruit, and very serious damage.	All.	8	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
Off-size		10	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
Discoloration.	U.S. No. 1 U.S. No. 1 Bright U.S. No. 2 U.S. No. 2 Bright	10	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
	U.S. No. 1 Golden	22	18	34	49	64	80	93	109	122	138	151	166	180	194	208	222	237	251	265	279	293
			Acceptance numbers [4] (minimum required)																			
	U.S. No. 1 Bronze U.S. No. 1 Russet	11	15	32	51	69	88	106	125	144	162	182	201	220	240	259	278	297	317	336	355	374

TABLE I—SHIPPING POINT [1]—Continued

[FOR 1 THROUGH 20 SAMPLES]

[See footnotes at end of Table I]

Factor	Grades	AL [2]	Number of 50-count samples [3] (Florida Oranges, Tangelos)																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	U.S. No. 2 Russet.	1	3	8	12	18	23	29	34	40	45	51	56	62	68	74	79	85	91	97	102	108

TABLE I—SHIPPING POINT [1]—CONTINUED

[FOR 21 THROUGH 40 SAMPLES]

Factor	Grades	AL [2]	Number of 50-count samples [3] (Florida Oranges, Tangelos)																			
			21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
			Acceptance numbers [4] (maximum permitted)																			
Decay.	U.S. Fancy. U.S. No. 1. U.S. No. 2.	1	[5]5	6	6	6	6	[5]6	6	7	7	7	7	[5]7	7	8	8	8	[5]8	8	9	9
	U.S. No. 3.	2	8	8	[5]8	8	9	9	[5]9	9	10	10	[5]10	11	11	[5]11	11	12	12	[5]12	12	13
Wormy fruit.	All.	1	[5]5	6	6	6	6	[5]6	6	7	7	7	7	[5]7	7	8	8	8	[5]8	8	9	9
Very serious damage including decay and wormy fruit.	U.S. Fancy. U.S. No. 1. U.S. No. 2.	6	47	49	51	53	54	56	58	60	62	64	66	68	70	72	74	76	78	80	81	83
Total defects including decay, wormy fruit, and very serious damage.	All.	8	98	103	107	111	116	120	124	129	133	137	141	146	150	154	159	163	167	171	176	180
Off-size.		10	98	103	107	111	116	120	124	129	133	137	141	146	150	154	159	163	167	171	176	180
Discoloration	U.S. No. 1. U.S. No. 1 Bright.	10	98	103	107	111	116	120	124	129	133	137	141	146	150	154	159	163	167	171	176	180

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U.S. No. 2. U.S. No. 2 Bright.																					
U.S. No. 1 Golden.	22	307	321	335	349	363	377	391	405	419	433	447	461	475	489	503	517	531	545	559	573
	Acceptance numbers[4] (minimum required)																				
U.S. No. 1 Bronze. U.S. No. 1 Russet.	11	394	413	433	452	471	491	510	530	549	569	588	608	627	647	666	686	705	725	744	764
U.S. No. 2 Russet.	1	114	119	125	131	137	143	149	155	161	166	172	178	184	190	196	202	208	214	220	226

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[1] Shipping point, as used in these standards, means the point of origin of the shipment in the production area or at port of loading for ship stores or overseas shipments, or in the case of shipments from outside the continental United States, the port of entry into the United States.

[2] AL—Absolute limit permitted in individual 50-count sample.

[3] Sample size—50 count.

[4] Acceptance number—Maximum or minimum number of defective or off-size fruit permitted.

[5] Preferred number of samples for this acceptance number.

TABLE II—EN ROUTE OR AT DESTINATION

Factor	Grades	AL[1]	Number of 50-count samples[2] (Florida Oranges, Tangelos)																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
			Acceptance numbers[3] (maximum permitted)																			
Decay	All	4	3	4	6	7	9	10	11	13	14	15	16	18	19	20	21	23	24	25	26	27
Wormy fruit	All	1	0	1	[4]1	1	2	[4]2	2	3	3	3	[4]3	3	4	4	[4]4	4	5	5	5	5
Very serious damage other than decay and wormy fruit	U.S. Fancy U.S. No. 1 U.S. No. 2	6	4	6	9	11	14	16	18	20	22	24	26	28	30	33	35	37	39	41	43	45
Total defects including very serious damage other than decay and wormy fruit.	All	8	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
Off-size		10	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94

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Discoloration.	U.S. No. 1. U.S. No. 1 Bright. U.S. No. 2. U.S. No. 2 Bright.	10	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
	U.S. No. 1 Golden.	22	18	34	49	64	80	93	109	122	138	151	166	180	194	208	222	237	251	265	279	293
		Acceptance numbers[3] (minimum required)																				
	U.S. No. 1 Bronze. U.S. No. 1 Russet.	11	15	32	51	69	88	106	125	144	162	182	201	220	240	259	278	297	317	336	355	374
	U.S. No. 2 Russet.	1	3	8	12	18	23	29	34	40	45	51	56	62	68	74	79	85	91	97	102	106

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[1] AL—Absolute limit permitted in individual 50-count sample.
[2] Sample size—50 count.
[3] Acceptance number—maximum or minimum number of defective or off-size fruit permitted.
[4] Preferred total number of samples for this acceptance number.

[45 FR 72096, Oct. 31, 1980; 45 FR 76948, Nov. 21, 1980. Redesignated at 46 FR 63203, Dec. 31, 1981]

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SIZE AND PACK

§ 51.1153 Size and pack.

(a) When oranges, including Temples, Navels and Tangelos, are place-packed in approved ⅘ bushel containers,[2] except container No. 4016,[3] the size, count, pack and diameter range of the fruit shall be as follows:

TABLE III

Size	Pack	Rows	Layers	Count	Diameter range in inches	
					Oranges	Tangelos
36	4x4	3	3	36	8/16	9/16
48	3x3	4	4	48	7/16	8/16
56	4x3	4	4	56	7/16	8/16
64	4x4	4	4	64	6/16	7/16
80	5x5	4	4	80	5/16	6/16
	or 4x4	4	5	80	5/16	6/16
100	5x5	4	5	100	5/16	6/16
	or 4x4	5	5	100	5/16	6/16
125	5x5	5	5	125	4/16	6/16
163	7x6	5	5	163	4/16	6/16
	or 5x4	6	6	162	4/16	6/16

(b) When Temple oranges, Tangelos and K-Early citrus fruit are place-packed in container No. 4016,[3] the size, count, pack and diameter range of the fruit shall be as follows:

TABLE IV

Size and count	Pack	Rows	Layers	Diameter range in inches	
				Oranges	Tangelos
54	4x5	4	3	7/16	8/16
66	6x5	4	3	6/16	7/16
80	4x4	5	4	5/16	6/16
100	5x5	5	4	5/16	6/16
120	5x5	6	4	4/16	6/16
156	7x6	6	4	4/16	6/16

(c) When oranges, including Temples, Navels and Tangelos, are not place-packed, the sizes and respective diameter ranges shown in paragraph (a) or (b) of this section shall apply; and the fruit in each respective size shall, when place-packed in approved ⅘ bushel containers,[2] meet the respective pack arrangements, and at point of origin meet the requirements of "Well filled"[4] as set forth in paragraph (d) of this section.

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[2] Approved ⅘ bushel containers are those containers currently defined in section 20-39.03(1) of the Official Rules Affecting The Florida Citrus Industry, Pursuant to Chapter 601, Florida Statutes, or as the definitions of such containers may hereafter be amended.

[3] Container No. 4016 shall have the same meaning as currently assigned that term in section 20-39.03(b) of the Official Rules Affecting The Florida Citrus Industry, Pursuant to Chapter 601, Florida Statutes, or as the definition of such containers may be hereafter amended.

[4] "Well filled" shall have the same meaning currently assigned that term in section 20-39.11(2) of the Official Rules Affecting The Florida Citrus Industry, Pursuant to Chapter 601, Florida Statutes, or as the def-

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(d) At point of origin all containers in which fruit is place-packed shall be "Well filled."[4]

(e) Not more than the number of fruits permitted in § 51.1152, Tables I and II, may fail to meet the diameter range requirements as specified in paragraph (a), (b), or (c) of this section.

(f) In order to allow for variations incident to proper packing, not more than 5 percent of the containers, if "place-packed," or not more than 10 percent of the containers, if "volume-filled," in any lot may fail to meet the count or pack arrangements, or at point of origin the requirements of "Well filled."[4]

DEFINITIONS

§ 51.1154 Similar varietal characteristics.

"Similar varietal characteristics" means that the fruits in any container are similar in color and shape.

§ 51.1155 Well colored.

"Well colored" means that the fruit is yellow or orange in color with practically no trace of green color.

§ 51.1156 Firm.

"Firm" as applied to common oranges and tangelos means that the fruit is not soft, or noticeably wilted or flabby; as applied to oranges of the Mandarin group (Satsumas, King, Mandarin), "firm" means that the fruit is not extremely puffy, although the skin may be slightly loose.

§ 51.1157 Well formed.

"Well formed" means that the fruit has the shape characteristic of the variety.

§ 51.1158 Mature.

(a) "Mature" for other than Temple oranges shall have the same meaning currently assigned that term in sections 601.19 and 601.20 of the Florida Citrus Code of 1949, as amended (ch. 25149, Laws of Florida, 1949), or as the definition of such term may hereafter be amended;

(b) "Mature" for Temple oranges shall have the same meaning currently assigned that term in sections 601.21 and 601.22 of the Florida Citrus Code of 1949, as amended (ch. 26492, Laws of Florida, 1951), or as the definition of such term may hereafter be amended; and,

(c) "Mature" for Tangelos shall have the same meaning currently assigned that term in sections 601.231 and 601.232 of the Florida Citrus Code of 1949, as amended (ch. 29757, Laws of Florida, 1955), or as the definition of such term may hereafter be amended.

§ 51.1159 Smooth texture.

"Smooth texture" means that the skin is thin and smooth for the variety and size of the fruit.

§ 51.1160 Injury.

"Injury" means any specific defect described in § 51.1174, Table V; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which slightly detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.1161 Discoloration.

"Discoloration" means russeting of a light shade of golden brown caused by rust mite or other means. Lighter shades of discoloration caused by smooth or fairly smooth superficial scars or other means may be allowed on a greater area, or darker shades may be allowed on a lesser area, provided no discoloration caused by speck type melanose or other means may detract from the appearance of the fruit to a greater extent than the shade and amount of discoloration allowed for the grade.

§ 51.1162 Fairly smooth texture.

"Fairly smooth texture" means that the skin is fairly thin and not coarse for the variety and size of the fruit.

§ 51.1163 Damage.

"Damage" means any specific defect described in § 51.1174, Table V; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which

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inition of such term may hereafter be amended.

materially detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.1164 Fairly well colored.

"Fairly well colored" means that except for an aggregate area of green color which does not exceed the area of a circle 1 inch (25.4 mm) in diameter, the yellow or orange color predominates over the green color.

§ 51.1165 Reasonably well colored.

"Reasonably well colored" means that the yellow or orange color predominates over the green color on at least two-thirds of the fruit surface, in the aggregate.

§ 51.1166 Fairly firm.

"Fairly firm" as applied to common oranges and tangelos, means that the fruit may be slightly soft, but not bruised; as applied to oranges of the Mandarin group (Satsumas, King, Mandarin), means that the skin of the fruit is not extremely puffy or extremely loose.

§ 51.1167 Slightly misshapen.

"Slightly misshapen" means that the fruit is not of the shape characteristic of the variety but is not appreciably elongated or pointed or otherwise deformed.

§ 51.1168 Slightly rough texture.

"Slightly rough texture" means that the skin is not of smooth texture but is not materially ridged, grooved, or wrinkled.

§ 51.1169 Serious damage.

"Serious damage" means any specific defect described in § 51.1174, Table V; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.1170 Misshapen.

"Misshapen" means that the fruit is decidedly elongated, pointed or flatsided.

[45 FR 72096, Oct. 31, 1980; 45 FR 76952, Nov. 21, 1980. Redesignated at 46 FR 63203, Dec. 31, 1981]

§ 51.1171 Slightly spongy.

"Slightly spongy" means that the fruit is puffy or slightly wilted but not flabby.

§ 51.1172 Very serious damage.

"Very serious damage" means any specific defect described in § 51.1174, Table V; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which very seriously detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.1173 Diameter.

"Diameter" means the greatest dimension measured at right angles to a line from stem to blossom end.

§ 51.1174 Classification of defects.

TABLE V

Factor	Injury	Damage	Serious damage	Very serious damage
Ammoniation		Not occurring as light speck type	Scars are cracked or dark and aggregating more than a circle ¾ inch (19.1 mm) in diameter	Aggregating more than 25 percent of the surface
Buckskin		Aggregating more than a circle 1 inch (25.4 mm) in diameter	Aggregating more than 25 percent of the surface	Aggregating more than 50 percent of the surface
Caked melanose		Aggregating more than a circle ⅝ inch (15.9 mm) in diameter	Aggregating more than a circle ¾ inch (19.1 mm) in diameter	Aggregating more than 25 percent of the surface
Creasing		Materially weakens the skin, or extends over more than one-third of the surface	Seriously weakens the skin, or extends over more than one-half of the surface	Very seriously weakens the skin, or is distributed over practically the entire surface
Dryness or mushy condition		Affecting all segments more than ¼ inch (6.4 mm) at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit	Affecting all segments more than ½ inch (12.7 mm) at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit	Affecting all segments more than ¾ inch (19.1 mm) at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit
Green spots	More than slightly affecting appearance	More than 10 spots caused by scale, each spot equivalent to the area of a circle ⅛ inch (3.2 mm) in diameter	More than 25 spots caused by scale, each spot equivalent to the area of a circle ⅛ inch (3.2 mm) in diameter	
Hail	Not well healed, or aggregating more than a circle ¼ inch (6.4 mm) in diameter	Not well healed, or aggregating more than a circle ⅜ inch (9.5 mm) in diameter	Not well healed, or aggregating more than a circle ½ inch (12.7 mm) in diameter	Not well healed, or aggregating more than a circle ¾ inch (19.1 mm) in diameter
Oil spots	More than slightly affecting appearance	More than 5 spots, or aggregating more than a circle ¾ inch (19.1 mm) in diameter	More than 10 spots, or aggregating more than a circle 1 inch (25.4 mm) in diameter	
Scab		Materially detracts from the shape or texture, or aggregating more than a circle ⅝ inch (15.9 mm) in diameter	Seriously detracts from the shape or texture, or aggregating more than a circle ¾ inch (19.1 mm) in diameter	Aggregating more than 25 percent of the surface

TABLE V—Continued

Factor	Injury	Damage	Serious damage	Very serious damage
Scale	More than a few adjacent to the "button" at the stem end, or more than 6 scattered on other portions of the fruit.	Aggregating more than a circle ⅝ inch (15.9 mm) in diameter.	Aggregating more than a circle ¾ inch (19.1 mm) in diameter.	Aggregating more than 25 percent of the surface.
Scars	Depressed, not smooth, or detracts from appearance more than the amount of discoloration permitted in the grade.	Deep or rough aggregating more than a circle ¼ inch (6.4 mm) in diameter; slightly rough with slight depth aggregating more than a circle ⅞ inch (22.2 mm) in diameter; smooth or fairly smooth with slight depth aggregating more than a circle 1¼ inches (31.8 mm) in diameter.	Deep or rough aggregating more than a circle ½ inch (12.7 mm) in diameter; slightly rough with slight depth aggregating more than a circle 1¼ inches (31.8 mm) in diameter; smooth or fairly smooth with slight depth aggregating more than 10% of fruit surface.	Deep or rough or unsightly that appearance is very seriously affected.
Skin breakdown		Aggregating more than a circle ¼ inch (6.4 mm) in diameter.	Aggregating more than a circle ⅝ inch (15.9 mm) in diameter.	Aggregating more than 25 percent of the surface.
Sprayburn		Aggregating more than a circle ⅝ inch (15.9 mm) in diameter.	Hard and aggregating more than a circle 1½ inches (38.1 mm) in diameter.	Aggregating more than 25 percent of the surface.
Sunburn		Skin is flattened, dry, darkened, or hard and the affected area exceeds 25 percent of the surface.	Skin is hard and affects more than one-third of the surface.	Aggregating more than 50 percent of the surface.
Split, rough, protruding navels	Split is unhealed, or more than ⅛ inch (3.2 mm) in length, or navel protrudes beyond the general contour, and opening is so wide, folded and ridged that it detracts from appearance.	Split is unhealed, or more than ¼ inch (6.4 mm) in length, or more than three well healed splits, or navel protrudes beyond the general contour, and opening is so wide, folded and ridged that it detracts from appearance.	Split is unhealed, or more than ½ inch (12.7 mm) in length, or two or more splits aggregate more than 1 inch (25.4 mm) in length, or navel protrudes beyond general contour, and opening is so wide, folded and ridged that it detracts from appearance.	Split is unhealed or fruit is seriously weakened.
Thorn scratches	Not well healed, or more unsightly than discoloration permitted in the grade.	Not well healed, or hard concentrated thorn injury aggregating more than a circle ⅝ inch (15.9 mm) in diameter.	Not well healed, or hard concentrated thorn injury aggregating more than a circle ¾ inch (19.1 mm) in diameter.	Aggregating more than 25 percent of the surface.

NOTE: References to area or aggregating area, or length are based on a 100 size orange or tangelo.

[45 FR 76952, Nov. 21, 1980. Redesignated at 46 FR 63203, Dec. 31, 1981]

STANDARDS FOR INTERNAL QUALITY OF COMMON SWEET ORANGES (CITRUS SINENSIS (L) OSBECK)

§ 51.1175 U.S. Grade AA Juice (Double A).

Any lot of oranges, the juice content of which meets the following requirements, may be designated "U.S. Grade AA Juice (Double A)":

(a) Each lot of fruit shall contain an average of not less than 5 gallons (18.9 liters) of juice per standard packed box of 1⅗ bushels.

(b) The average juice content for any lot of fruit shall have not less than 10 percent total soluble solids, and not less than one-half of 1 percent anhydrous citric acid, or more than the permissible maximum acid specified in Table VI of § 51.1177.

§ 51.1176 U.S. Grade A Juice.

Any lot of oranges, the juice content of which meets the following requirements, may be designated "U.S. Grade A Juice":

(a) Each lot of fruit shall contain an average of not less than 4½ gallons (17.0 liters) of juice per standard packed box of 1⅗ bushels.

(b) The average juice content for any lot of fruit shall have not less than 9 percent total soluble solids, and not less than one-half of 1 percent anhydrous citric acid, or more than the permissible maximum acid specified in Table VI of § 51.1177.

§ 51.1177 Maximum anhydrous citric acid permissible for corresponding total soluble solids.

For determining the grade of juice, the maximum permissible anhydrous citric acid content in relation to corresponding total soluble solids in the fruit is set forth in the following Table VI together with the minimum ratio of total soluble solids to anhydrous citric acid:

Table VI

Total soluble solids (average pct)	Maximum anhydrous citric acid (average pct)	Minimum ratio of total soluble solids to anhydrous citric acid
9.0	0.947	9.50-1
9.1	963	9.45-1

Table VI—Continued

Total soluble solids (average pct)	Maximum anhydrous citric acid (average pct)	Minimum ratio of total soluble solids to anhydrous citric acid
9.2	979	9.40-1
9.3	995	9.35-1
9.4	1.011	9.30-1
9.5	1.027	9.25-1
9.6	1.043	9.20-1
9.7	1.060	9.15-1
9.8	1.077	9.10-1
9.9	1.094	9.05-1
10.0	1.111	9.00-1
10.1	1.128	8.95-1
10.2	1.146	8.90-1
10.3	1.164	8.85-1
10.4	1.182	8.80-1
10.5	1.200	8.75-1
10.6	1.218	8.70-1
10.7	1.237	8.65-1
10.8	1.256	8.60-1
10.9	1.275	8.55-1
11.0	1.294	8.50-1
11.1	1.306	8.50-1
11.2	1.318	8.50-1
11.3	1.329	8.50-1
11.4	1.341	8.50-1
11.5	1.353	8.50-1
11.6	1.365	8.50-1
11.7	1.376	8.50-1
11.8	1.388	8.50-1
11.9	1.400	8.50-1
12.0	1.412	8.50-1
12.1	1.424	8.50-1
12.2	1.435	8.50-1
12.3	1.447	8.50-1
12.4	1.459	8.50-1
12.5	1.471	8.50-1
12.6	1.482	8.50-1
12.7	1.494	8.50-1
12.8	1.506	8.50-1
12.9	1.517	8.50-1
13.0	1.530	8.50-1
13.1	1.541	8.50-1
13.2	1.553	8.50-1
13.3	1.565	8.50-1
13.4	1.576	8.50-1
13.5	1.588	8.50-1
13.6	1.600	8.50-1
13.7	1.612	8.50-1
13.8	1.624	8.50-1
13.9	1.635	8.50-1
14.0	1.647	8.50-1
14.1	1.659	8.50-1
14.2	1.671	8.50-1
14.3	1.682	8.50-1
14.4	1.694	8.50-1
14.5	1.705	8.50-1
14.6	1.718	8.50-1
14.7	1.729	8.50-1
14.8	1.741	8.50-1
14.9	1.753	8.50-1
15.0	1.765	8.50-1
15.1	1.776	8.50-1
15.2	1.788	8.50-1
15.3	1.800	8.50-1
15.4	1.812	8.50-1
15.5	1.824	8.50-1
15.6 or more		8.50-1

§ 51.1178 Method of juice extraction.

The juice used in the determining of solids, acids and juice content shall be extracted from representative samples as thoroughly as possible with a hand reamer or by such mechanical extractor or extractors as may be approved. The juice shall be strained through cheese cloth or other approved straining device of extra fine mesh to prevent passage of juice cells, pulp, or seeds.

VISUAL AID

§ 51.1179 Visual aid.

(a) USDA Visual Aid CIT-(FL)-L-1, consists of a booklet containing color reproductions of Florida oranges and tangelos illustrating certain grade requirements, namely color, texture, varietal characteristics, shape, discoloration, and other defects as set forth in these standards. This visual aid may be examined in the Fruit and Vegetable Quality Division, AMS, U.S. Department of Agriculture, South Building, Washington, D.C. 20250; in any field office of the Fresh Fruit and Vegetable Inspection Service; or upon request of any authorized inspector of such service. Duplicates of this visual aid may be purchased from the John Henry Co., Post Office Box 17099, Lansing, MI 48901.

Subpart—United States Standards for Peaches

SOURCE: 18 FR 7116, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1210 U.S. Fancy.

U.S. Fancy consists of peaches of one variety which are mature but not soft or overripe, well formed and which are free from decay, bacterial spot, cuts which are not healed, growth cracks, hail injury, scab, scale, split pits, worms, worm holes, leaf or limb rub injury; and free from damage caused by bruises, dirt or other foreign material, other disease, insects or mechanical or other means.

(a) In addition to the above requirements, each peach shall have not less than one-third of its surface showing blushed, pink or red color.

(b) In order to allow for variations incident to proper grading and handling, not more than 10 percent, by count, of the peaches in any lot may fail to meet the requirements of this grade other than for color, but not more than one-half of this amount, or 5 percent, shall be allowed for defects causing serious damage, and not more than one-fifth of this amount, or 1 percent, shall be allowed for decay at shipping point: *Provided*, That an additional tolerance of 2 percent shall be allowed for soft, over-ripe, or decayed peaches en route or at destination. In addition, not more than 10 percent, by count, of the peaches in any lot may be below the specified color requirement.

§ 51.1211 U.S. Extra No. 1.

Any lot of peaches may be designated "U.S. Extra No. 1" when the peaches meet the requirements of U.S. No. 1 grade: *Provided*, That in addition to these requirements, 50 percent, by count, of the peaches in any lot shall have not less than one-fourth of the surface showing blushed, pink or red color.

(a) In order to allow for variations incident to proper grading and handling, not more than 10 percent, by count, of the peaches in any lot may fail to meet the requirements of U.S. No. 1 grade, but not more than one-half of this amount, or 5 percent, shall be allowed for defects causing serious damage, and not more than one-fifth of this amount, or 1 percent, shall be allowed for decay at shipping point: *Provided*, That an additional tolerance of 2 percent shall be allowed for soft, over-ripe or decayed peaches en route or at destination. No part of any tolerance shall be used to reduce for the lot as a whole the 50 percent of peaches required to have not less than one-fourth of the surface showing blushed, pink or red color, but individual packages may contain not less than 40 percent of peaches having this amount of color: *Provided*, That the entire lot averages not less than 50 percent.

§ 51.1212 U.S. No. 1.

U.S. No. 1 consists of peaches of one variety which are mature but not soft or overripe, well formed, and which are free from decay, growth cracks, cuts which are not healed, worms, worm holes, and free from damage caused by bruises, dirt, or other foreign material, bacterial spot, scab, scale, hail injury, leaf or limb rubs, split pits, other disease, insects or mechanical or other means.

(a) In order to allow for variations incident to proper grading and handling, not more than 10 percent, by count, of the peaches in any lot may fail to meet the requirements of this grade, but not more than one-half of this amount, or 5 percent, shall be allowed for defects causing serious damage, and not more than one-fifth of this amount, or 1 percent, shall be allowed for decay at shipping point: *Provided*, That an additional tolerance of 2 percent shall be allowed for soft, overripe, or decayed peaches en route, or at destination.

§ 51.1213 U.S. No. 2.

U.S. No. 2 consists of peaches of one variety which are mature but not soft or overripe, not badly misshapen, and which are free from decay, cuts which are not healed, worms, worm holes, and free from serious damage caused by bruises, dirt or other foreign material, bacterial spot, scab, scale, growth cracks, hail injury, leaf or limb rubs, split pits, other disease, insects, or mechanical or other means.

(a) In order to allow for variations incident to proper grading and handling, not more than 10 percent, by count, of the peaches in any lot may fail to meet the requirements of this grade, but not more than one-tenth of this amount, or 1 percent, shall be allowed for decay at shipping point: *Provided*, That an additional tolerance of 2 percent shall be allowed for soft, overripe, or decayed peaches en route or at destination.

UNCLASSIFIED

§ 51.1214 Unclassified.

Unclassified consists of peaches which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.1215 Application of tolerances to individual packages.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations, provided the averages for the entire lot are within the tolerances specified for the grade:

(1) For packages which contain more than 10 pounds, and a tolerance of 10 percent or more is provided (as in the case of oversize, where a tolerance of 15 percent is provided), individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 10 pounds and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified, except that at least one peach which is seriously damaged by insects or affected by decay may be permitted in any package.

(2) For packages which contain 10 pounds or less, individual packages in any lot are not restricted as to the percentage of defects: *Provided*, That not more than one peach which is seriously damaged by insects or affected by decay may be permitted in any package.

SIZE

§ 51.1216 Size requirements.

(a) The numerical count or the minimum diameter of the peaches packed in a closed container shall be indicated on the container.

(b) When the numerical count is not shown the minimum diameter shall be plainly stamped, stenciled, or otherwise marked on the container in terms of whole inches, whole and half inches, whole and quarter inches, or whole and eight inches, as 2 inches minimum, 2¼ inches minimum, 1⅞ inches minimum, in accordance with the facts. The minimum and maximum diameters may both be stated, as 1⅞ to 2 inches, or 2 to 2¼ inches, in accordance with the facts.

(c) "Diameter" means the shortest distance measured through the center of the peach at right angles to a line running from the stem to the blossom end.

(d) In order to allow for variations incident to proper sizing, not more than 10 percent, by count, of peaches in any lot may be below the specified minimum size and not more than 15 percent may be above any specified maximum size.

STANDARD PACK

§ 51.1217 Standard pack.

(a) Each package shall be packed so that the peaches in the shown face shall be reasonably representative in size, color and quality of the contents of the package.

(b) Peaches packed in U.S. Standard bushel baskets, or half-bushel baskets shall be ring faced and tightly packed with sufficient bulge to prevent any appreciable movement of the peaches within the packages when lidded.

(c) Peaches packed in standard western boxes shall be reasonably uniform in size and arranged in the packages according to the approved and recognized methods. Each wrapped peach shall be fairly well enclosed by its individual wrapper. All packages shall be well filled and tightly packed but the contents shall not show excessive or unnecessary bruising because of overfilled packages. The number of peaches in the box shall not vary more than 4 from the number indicated on the box.

(d) Peaches packed in other type boxes such as wire-bound boxes and fibre-board boxes may be place packed, or jumble packed faced, and all packs shall be well filled.

(e) Peaches packed in boxes equipped with cell compartments or molded trays shall be of the proper size for the cells or the molds in which they are packed.

(f) Peaches placed in individual paper cups and packed in boxes shall be in cups of the proper size for the peaches.

(g) In order to allow for variations incident to proper packing, not more than 10 percent of the packages in any lot may not meet these requirements.

DEFINITIONS

§ 51.1218 Mature.

"Mature" means that the peach has reached the stage of growth which will insure a proper completion of the ripening process.

§ 51.1219 Well formed.

"Well formed" means that the shape of the peach may be slightly irregular but not to the extent that its appearance is materially affected.

§ 51.1220 Leaf or limb rub injury.

"Leaf or limb rub injury" means that the scarring is not smooth, not light colored, or aggregates more than ¼ inch in diameter.

§ 51.1221 Damage.

"Damage" means any injury or defect which materially affects the appearance, or the edible or shipping quality of the peach. Any one of the following defects, or any combination thereof, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Bacterial spot, when cracked, or when aggregating more than ⅛ inch in diameter;

(b) Scab spots, when cracked, or when aggregating more than ⅛ inch in diameter;

(c) Scale, when concentrated, or when scattered and aggregating more than ¼ inch in diameter;

(d) Hail injury which is unhealed, or deep, or when aggregating more than ¼ inch in diameter;

(e) Leaf or limb rubs, when not smooth, or when not light colored, or when aggregating more than ½ inch in diameter;

(f) Split pit, when causing any unhealed crack, or when causing any crack which is readily apparent, or when affecting shape to the extent that the fruit is not well formed.

§ 51.1222 Serious damage.

"Serious damage" means any injury or defect which seriously affects the appearance, or the edible or shipping quality of the peach. Any one of the following defects, or any combination thereof, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Bacterial spot, when any cracks are not well healed, or when aggregating more than ¾ inch in diameter;

(b) Scab spots, when cracked, or when healed and aggregating more than one inch in diameter;

(c) Scale, when aggregating more than ½ inch in diameter;

(d) Growth cracks, when unhealed, or more than ½ inch in length;

(e) Hail injury, when unhealed, or shallow hail injury when aggregating more than ¾ inch in diameter, or deep hail injury which seriously deforms the fruit or which aggregates more than ½ inch in diameter;

(f) Leaf or limb rubs, when smooth and light colored and aggregating more than 1½ inches in diameter, or dark or slightly rough and barklike scars aggregating more than ¾ inch in diameter;

(g) Split pit, when causing any unhealed crack, or when healed and aggregating more than ½ inch in length including any part of the crack which may be covered by the stem;

(h) Soft or overripe peaches;

(i) Wormy fruit or worm holes.

§ 51.1223 Badly misshapen.

"Badly misshapen" means that the peach is so decidedly deformed that its appearance is seriously affected.

Subpart—United States Standards for Cleaned Virginia Type Peanuts in the Shell

SOURCE: 18 FR 7117, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec 31, 1981.

GRADES

§ 51.1235 U.S. Jumbo Hand Picked.

U.S. Jumbo Hand Picked shall consist of cleaned Virginia type peanuts in the shell which are mature, dry, and free from loose peanut kernels, dirt or other foreign material, pops, paper ends, and from damage caused by cracked or broken shells, discoloration or other means. The kernels shall be free from damage from any cause. In addition, the peanuts shall not pass through a screen having 37/64 × 3 inch perforations. Unless otherwise specified, the unshelled peanuts in any lot shall not average more than 176 count per pound.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) 10.0 percent total for pops, peanuts having paper ends or damaged shells, loose undamaged peanut kernels, and dirt or other foreign material, but not more than one-twentieth of this amount, or 0.5 percent, shall be allowed for dirt or other foreign material.

(2) 5.0 percent for peanuts which will pass through the prescribed screen, but which are free from pops and from peanuts having paper ends or damaged shells.

(3) 3.5 percent for peanuts with damaged kernels, and damaged loose kernels.

§ 51.1236 U.S. Fancy Hand Picked.

U.S. Fancy Hand Picked shall consist of cleaned Virginia type peanuts in the shell which are mature, dry, and free from loose peanut kernels, dirt or other foreign material, pops, paper ends, and from damage caused by cracked or broken shells, discoloration or other means. The kernels shall be free from damage from any cause. In addition, the peanuts shall not pass through a screen having 32/64 × 3 inch perforations. Unless otherwise specified, the unshelled peanuts in any lot shall not average more than 225 count per pound.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) 11.0 percent total for pops, peanuts having paper ends or damaged shells, loose undamaged peanut kernels, and dirt or other foreign materi-

al, but not more than one twenty-second of this amount, or 0.5 percent, shall be allowed for dirt or other foreign material.

(2) 5.0 percent for peanuts which will pass through the prescribed screen, but which are free from pops and from peanuts having paper ends or damaged shells.

(3) 4.5 percent for peanuts with damaged kernels, and damaged loose kernels.

UNCLASSIFIED

§ 51.1237 Unclassified.

Unclassified shall consist of cleaned Virginia type peanuts in the shell which fail to meet the requirements of either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

DEFINITIONS

§ 51.1238 Mature.

"Mature" means that the shells are firm and well developed.

§ 51.1239 Pops.

"Pops" means fully developed shells which contain practically no kernels.

§ 51.1240 Paper ends.

"Paper ends" means peanuts which have very soft and/or very thin ends.

§ 51.1241 Damage.

"Damage" means any injury or defect which materially affects the appearance edible or shipping quality of the individual peanut or the lot as a whole. The following shall be considered as damage:

(a) Cracked or broken shells which have been broken to the extent that the kernel within is plainly visible without minute examination and with no application of pressure, or the appearance of the individual peanut is materially affected.

(b) Discolored shells which have dark discoloration caused by mildew, staining or other means affecting one-half or more of the shell surface. Talc powder or other similar material which may have been applied to the shells during the cleaning process shall not be removed to determine the amount of discoloration beneath, but the peanut shall be judged as it appears with the talc.

(c) Kernels which are rancid or decayed.

(d) Moldy kernels.

(e) Kernels showing sprouts extending more than one-eighth inch from the end of the kernel.

(f) Distinctly dirty kernels.

(g) Kernels which are wormy, or have worm frass adhering, or have worm cuts which are more than superficial.

(h) Kernels which have dark yellow color penetrating the flesh, or yellow pitting extending deep into the kernel.

§ 51.1242 Count per pound.

"Count per pound" means the number of peanuts in a pound. When determining the count per pound, one single kernel peanut shall be counted as one-half peanut.

Subpart—United States Standards for Summer and Fall Pears [1]

SOURCE: 20 FR 5620, Aug. 5, 1955, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.1260 General.

These standards apply to varieties such as Bartlett, Hardy and other similar varieties.

GRADES

§ 51.1261 U.S. No. 1.

"U.S. No. 1" consists of pears of one variety which are mature, but not over-ripe, carefully hand-picked, clean, fairly well formed, free from decay, internal breakdown, scald, freezing injury, worm holes, black end, and from damage caused by hard end, bruises, broken skins, russeting, limbrubs, hail, scars, drought spot, sunburn, sprayburn, stings or other insect injury, disease, or mechanical or other means. (See §§ 51.1265 and 51.1268.)

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act.

§ 51.1262 U.S. Combination.

A combination of U.S. No. 1 and U.S. No. 2 may be packed. When such a combination is packed, at least 50 percent of the pears in any container shall meet the requirements of U.S. No. 1. (See §§ 51.1265 and 51.1268.)

§ 51.1263 U.S. No. 2.

"U.S. No. 2" consists of pears of one variety which are mature, but not over-ripe, carefully hand-picked, clean, not seriously misshapen, free from decay, internal breakdown, scald, freezing injury, worm holes, black end, and from damage caused by hard end, or broken skins. The pears shall also be free from serious damage caused by bruises, russeting, limbrubs, hail, scars, drought spot, sunburn, sprayburn, stings or other insect injury, disease, or mechanical or other means. (See §§ 51.1265 and 51.1268.)

UNCLASSIFIED

§ 51.1264 Unclassified.

"Unclassified" consists of pears which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.1265 Tolerances.

(a) In order to allow for variations incident to proper grading and handling, not more than a total of 10 percent of the pears in any lot may fail to meet the requirements of grade: *Provided,* That not more than 5 percent shall be seriously damaged by insects, and not more than 1 percent shall be allowed for decay or internal breakdown.

(b) When applying the foregoing tolerances to the combination grade no part of any tolerance shall be used to reduce the percentage of U.S. No. 1 pears required in the combination, but individual containers may have not more than 10 percent less than the percentage of U.S. No. 1 required: *Provided,* That the entire lot averages within the percentage specified.

APPLICATION OF TOLERANCES

§ 51.1266 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations, provided the averages for the entire lot are within the tolerances specified for the grade:

(1) For packages which contain more than 10 pounds, and a tolerance of 10 percent or more is provided individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 10 pounds and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified, except that at least one pear which is seriously damaged by insects or affected by decay or internal breakdown may be permitted in any package.

(2) For packages which contain 10 pounds or less, individual packages in any lot are not restricted as to the percentage of defects or off-size: *Provided,* That not more than four times the tolerance specified may be permitted in any package for pears which are seriously damaged by insects or affected by decay or internal breakdown except that at least one defective pear may be permitted in any package.

BASIS FOR CALCULATING PERCENTAGES

§ 51.1267 Basis for calculating percentages.

(a) When the numerical count is marked on the container or when pears are packed in a container to weigh 5 pounds or less, percentages shall be calculated on the basis of count.

(b) When the minimum diameter or minimum and maximum diameters are marked on a container packed to weigh more than 5 pounds or when the pears are jumbled in a container packed to weigh more than 5 pounds, percentages shall be calculated on the basis of weight or an equivalent basis.

CONDITION AFTER STORAGE OR TRANSIT

§ 51.1268 Condition after storage or transit.

Decay, scald, or other deterioration which may have developed on pears after they have been in storage or transit shall be considered as affecting condition and not grade.

STANDARD PACK

§ 51.1269 Sizing.

(a) The numerical count, or the minimum size of the pears packed in closed containers shall be indicated on the package. The number of pears in the box shall not vary more than 3 from the number indicated on the box.

(b) When the numerical count is marked on western standard pear boxes the pears shall not vary more than three-eighths inch in their transverse diameter for counts 120 or less; one-fourth inch for counts 135 to 180, inclusive; and three-sixteenths inch for counts 193 or more.

(c) When the numerical count is marked on western standard half boxes or special half boxes packed three tiers deep, the pears shall not vary more than three-eighths inch for counts 75 or less; one-fourths inch for counts 80 to 110, inclusive; and three-sixteenths inch for counts 115 or more.

(d) When the numerical count is marked on western standard half boxes or special half boxes packed two tiers deep, the pears shall not vary more than three-eighths inch for counts 50 or less; one-fourth inch for counts 55 to 70, inclusive; and three-sixteenths inch for counts 80 or more.

(e) When the numerical count is not shown, the minimum size shall be plainly stamped, stenciled or otherwise marked on the container in terms of whole inches, whole and half inches, whole and quarter inches, or whole and eighth inches, as 2½ inches minimum, 2¼ inches minimum, or 2⅜ inches minimum, in accordance with the facts. It is suggested that both minimum and maximum sizes be marked on the container, as 2¼ to 2¾ inches, 2½ to 2¾ inches, as such marking is especially desirable for pears marketed in the export trade.

(f) "Size" means the greatest transverse diameter of the pear taken at right angles to a line running from the stem to the blossom end.

§ 51.1270 Packing.

(a) Each package shall be packed so that the pears in the shown face shall be reasonably representative in size and quality of the contents of the package.

(b) Pears packed in any container shall be tightly packed. All packages shall be well filled but the contents shall not show excessive or unnecessary bruising because of overfilled packages.

(c) Pears packed in boxes shall be arranged in containers according to the approved and recognized methods with the pears packed lengthwise. A bridge shall not be allowed in any standard pack. When wrapped, each pear shall be fairly well enclosed by its individual wrapper.

(d) Pears packed in round stave bushel baskets, tubs or in barrels shall be ring faced.

§ 51.1271 Tolerances for standard pack.

(a) In order to allow for variations incident to proper sizing, not more than 5 percent of the pears in any lot may fail to meet the size requirements: *Provided*, That when the maximum and minimum sizes are both stated, an additional 10 percent tolerance shall be allowed for pears which are larger than the maximum size stated.

(b) In order to allow for variations incident to proper packing, not more than 10 percent of the containers in any lot may fail to meet these requirements, but no part of this tolerance shall be allowed for bridge packs, or for packs with different sizes and arrangements such as layers of 195 size and arrangement, and layers of 180 size and arrangement packed in the same box.

DEFINITIONS

§ 51.1272 Mature.

(a) "Mature" means that the pear has reached the stage of maturity which will insure the proper completion of the ripening process.

(b) Before a mature pear becomes overripe it will show varying degrees of firmness, depending upon the stage of the ripening process. Therefore, a statement of firmness should be given in order to indicate the stage of the ripening process. A description of the ground color should also be given.

(1) The following terms should be used for describing the ground color: "Green", "Light Green", "Yellowish Green", and "Yellow".

(2) The following terms should be used for describing the firmness of pears:

(i) "Hard" means that the flesh of the pear is solid and does not yield appreciably even to considerable pressure.

(ii) "Firm" means that the flesh of the pear is fairly solid but yields somewhat to moderate pressure.

(iii) "Firm ripe" means that the flesh of the pear yields readily to moderate pressure.

(iv) "Ripe" means that the pear is at the stage where it is in its most desirable condition for eating.

§ 51.1273 Overripe.

"Overripe" means dead ripe, very mealy or soft, past commercial utility.

§ 51.1274 Carefully hand-picked.

"Carefully hand-picked" means that the pears do not show evidence of rough handling or of having been on the ground.

§ 51.1275 Clean.

"Clean" means free from excessive dirt, dust, spray residue or other foreign material.

§ 51.1276 Black end.

"Black end" is evidenced by an abnormally deep green color around the calyx, or black spots usually occurring on the one-third of the surface nearest to the calyx, or by an abnormally shallow calyx cavity.

§ 51.1277 Fairly well formed.

"Fairly well formed" means that the pear may be slightly abnormal in shape but not to an extent which detracts materially from the appearance of the fruit.

§ 51.1278 Damage.

"Damage" means any injury or defect which materially affects the appearance, or the edible or shipping quality.

(a) Hard end shall be considered as damage if the pear shows a distinctly constricted protrusion at the blossom end, or an abnormally yellow color at the blossom end, or an abnormally smooth rounded base with little or no depression at the calyx, or if the flesh near the calyx is abnormally dry and tough or woody.

(b) Slight handling bruises and package bruises such as are incident to good commercial handling in the preparation of a tight pack shall not be considered damage.

(c) Any pear with one skin break larger than three-sixteenths inch in diameter or depth, or with more than one skin break one-eighth inch or larger in diameter or depth shall be considered damaged, and scored against the grade tolerance.[2]

(1) Small inconspicuous skin breaks, less than one-eighth inch in diameter or depth, shall not be considered damage. In addition, not more than 15 percent of the pears in any container may have not more than one skin break from one-eighth inch to three-sixteenths inch, inclusive, in diameter or depth.[2]

(d) Russeting which exceeds the following shall be considered as damage:

(1) On all varieties excessively rough russeting (russeting which shows "frogging" or slight cracking) when the aggregate area exceeds one-half inch in diameter.[2]

(2) On Bartlett and other smooth-skinned varieties, slightly rough russeting, or thick russeting such as is characteristic of frost injury, when the aggregate area exceeds three-fourths inch in diameter.[2]

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[2] The area refers to that of a circle of the specified diameter.

(3) On Bartlett and other smooth skinned varieties, smooth solid or smooth netlike russeting when the aggregate area exceeds 15 percent of the surface.

(4) On Hardy, Sand and other similar varieties, rough or thick russeting such as is characteristic of frost injury, when the aggregate area exceeds three-fourths inch in diameter. On any of these varieties any amount of characteristic russeting is permitted whether due to natural causes such as weather or stimulated by artificial means; leaf whips or light limbrubs which resemble and blend into russeted areas shall be considered as russet.[2]

(e) Any one of the following defects or any combination thereof, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(1) Any limbrubs which are cracked, softened, or more than slightly depressed.

(2) Black discoloration caused by limbrubs, which exceeds an aggregate area of three-eighths inch in diameter.[2]

(3) Dark brown discoloration or excessive roughness caused by limbrubs which exceeds an aggregate area of one-half inch in diameter.[2]

(4) Slightly rough, light colored discoloration caused by limbrubs which exceeds an aggregate area of three-fourths inch in diameter.[2]

(5) Smooth, light colored discoloration caused by limbrubs which exceeds an aggregate area of 1 inch in diameter.[2]

(6) Hail marks or other similar depressions or scars which are not shallow or superficial, or where the injury affects an aggregate area of more than three-eighths inch in diameter.[2]

(7) Drought spot when more than one in number, or when the external injury exceeds an aggregate area of three-eighths inch in diameter, or when the appearance of the flesh is materially affected by corky tissue or brownish discoloration.[2]

(8) Sunburn or sprayburn where the skin is blistered, cracked, or shows any light tan or brownish color, or the shape of the pear is appreciably flattened, or the flesh is appreciably softened or changed in color, except that sprayburn of a russet character shall be considered under the definition of russeting.

(9) Insects: (i) More than two healed codling moth stings, or any insect sting which is over three thirty-seconds of an inch in diameter, or other insect stings affecting the appearance to an equal extent.[2]

(ii) Blister mite or canker worm injury which is not shallow or superficial, or where the injury affects an aggregate area of more than three-eighths inch in diameter.[2]

(10) Disease: (i) Scab spots which are black and which cover an aggregate area of more than one-fourth inch in diameter except that scab spots of a russet character shall be considered under the definition of russeting.

(ii) Sooty blotch which is thinly scattered over more than 5 percent of the surface, or dark, heavily concentrated spots which affect an area of more than three-eighths inch in diameter.[2]

§ 51.1279 Seriously misshapen.

"Seriously misshapen" means that the pear is excessively flattened or elongated for the variety, or is constricted or deformed so it will not cut three fairly uniform good quarters, or is so badly misshapen that the appearance is seriously affected.

§ 51.1280 Serious damage.

"Serious damage" means any injury or defect which seriously affects the appearance, or the edible or shipping quality.

(a) Russeting which in the aggregate exceeds the following shall be considered as serious damage:

(1) On all varieties, excessively rough russeting (russeting which shows "frogging" or slight cracking) when the aggregate area exceeds three-fourths inch in diameter.[2]

(2) On all varieties, thick russeting such as is characteristic of frost injury, 15 percent of the surface.

(b) Any one of the following defects or combination thereof, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

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[2] The area refers to that of a circle of the specified diameter.

(1) Limbrubs which are more than slightly cracked, or excessively rough limbrubs or dark brown or black discoloration caused by limbrubs which exceeds an aggregate area of three-fourths inch in diameter. Other limbrubs which affect an aggregate area of more than one-tenth of the surface.[2]

(2) Hail marks or other similar depressions or scars which affect an aggregate area of more than three-fourths inch in diameter, or which materially deform or disfigure the fruit.[2]

(3) Drought spot when more than two in number, or where the external injury affects an aggregate area of more than three-fourths inch in diameter, or when the appearance of the flesh is seriously affected by corky tissue or brownish discoloration.[2]

(4) Sunburn or sprayburn where the skin is blistered, cracked or shows any brownish color, or where the shape of the pear is materially flattened, or the flesh is softened or materially changed in color, except that sprayburn of a russet character shall be considered under the definition of russeting.

(5) Insects: (i) Worm holes. More than three healed codling moth stings, of which not more than two may be over three thirty-seconds of an inch in diameter, or other insect stings affecting the appearance to an equal extent.[2]

(ii) Blister mite or canker worm injury which affects an aggregate area of more than three-fourths inch in diameter or which materially deforms or disfigures the fruit.[2]

(6) Disease: (i) Scab spots which are black and which cover an aggregate area of more than one-half inch in diameter, except that scab spots of a russet character shall be considered under the definition of russeting.[2]

(ii) Sooty blotch which is thinly scattered over more than 15 percent of the surface, or dark, heavily concentrated spots which affect an area of more than three-fourths inch in diameter.[2]

Subpart—United States Standards for Winter Pears[1]

SOURCE: 20 FR 5752, Aug. 10, 1955, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.1300 General.

These standards apply to varieties such as Anjou, Bosc, Winter Nelis, Comice, Flemish Beauty and other similar varieties.

GRADES

§ 51.1301 U.S. Extra No. 1.

"U.S. Extra No. 1" consists of pears of one variety which are mature, but not overripe, carefully hand-picked, clean, well formed, free from decay, internal breakdown, scald, freezing injury, worm holes, black end, hard end, drought spot, and free from injury caused by russeting, limbrubs, hail, scars, cork spot, sunburn, sprayburn, stings or other insect injury, or mechanical or other means, except that they shall be free from damage caused by bruises, broken skins, or disease. (See §§ 51.1306 and 51.1309.)

§ 51.1302 U.S. No. 1.

"U.S. No. 1" consists of pears of one variety which are mature, but not over-ripe, carefully hand-picked, clean, fairly well formed, free from decay, internal breakdown, scald, freezing injury, worm holes, black end, and from damage caused by hard end, bruises, broken skins, russeting, limbrubs, hail, scars, cork spot, drought spot, sunburn, sprayburn, stings or other insect injury, disease, or mechanical or other means. (See §§ 51.1306 and 51.1309.)

§ 51.1303 U.S. Combination.

A combination of U.S. No. 1 and U.S. No. 2 may be packed. When such a combination is packed, at least 50 percent of the pears in any container shall meet the requirements of U.S. No. 1. (See §§ 51.1306 and 51.1309.)

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[2] The area refers to that of a circle of the specified diameter.

[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act.

§ 51.1304 U.S. No. 2.

"U.S. No. 2" consists of pears of one variety which are mature, but not overripe, carefully hand-picked, clean, not seriously misshapen, free from decay, internal breakdown, scald, freezing injury, worm holes, black end, and from damage caused by hard end, or broken skins. The pears shall also be free from serious damage caused by bruises, russeting, limbrubs, hail, scars, cork spot, drought spot, sunburn, sprayburn, stings or other insect injury, disease, or mechanical or other means. (See §§ 51.1306 and 51.1309.)

UNCLASSIFIED

§ 51.1305 Unclassified.

"Unclassified" consists of pears which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.1306 Tolerances.

(a) In order to allow for variations incident to proper grading and handling, not more than a total of 10 percent of the pears in any lot may fail to meet the requirements of grade: *Provided*, That not more than 5 percent shall be seriously damaged by insects, and not more than 1 percent shall be allowed for decay or internal breakdown.

(b) When applying the foregoing tolerances to the combination grade no part of any tolerance shall be used to reduce the percentage of U. S. No. 1 pears required in the combination, but individual containers may have not more than 10 percent less than the percentage of U.S. No. 1 required: *Provided*, That the entire lot averages within the percentage specified.

APPLICATION OF TOLERANCES

§ 51.1307 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations, provided the averages for the entire lot are within the tolerances specified for the grade:

(1) For packages which contain more than 10 pounds, and a tolerance of 10 percent or more is provided, individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 10 pounds and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified, except that at least one pear which is seriously damaged by insects or affected by decay or internal breakdown may be permitted in any package.

(2) For packages which contain 10 pounds or less, individual packages in any lot are not restricted as to the percentage of defects or off-size: *Provided*, That not more than four times the tolerance specified may be permitted in any package for pears which are seriously damaged by insects or affected by decay or internal breakdown except that at least one defective pear may be permitted in any package.

BASIS FOR CALCULATING PERCENTAGES

§ 51.1308 Basis for calculating percentages.

(a) When the numerical count is marked in the container or when pears are packed in a container to weigh 5 pounds or less, percentages shall be calculated on the basis of count.

(b) When the minimum diameter or minimum and maximum diameters are marked on a container packed to weigh more than 5 pounds or when the pears are jumbled in a container packed to weigh more than 5 pounds, percentages shall be calculated on the basis of weight or an equivalent basis.

Condition After Storage or Transit

§ 51.1309 Condition after storage or transit.

Decay, scald or other deterioration which may have developed on pears after they have been in storage or transit shall be considered as affecting condition and not the grade.

Standard Pack

§ 51.1310 Sizing.

(a) The numerical count, or the minimum size of the pears packed in closed containers shall be indicated on the package. The number of pears in the box shall not vary more than 3 from the number indicated on the box.

(b) When the numerical count is marked on western standard pear boxes the pears shall not vary more than three-eighths inch in their transverse diameter for counts 120 or less; one-fourth inch for counts 135 to 180, inclusive; and three-sixteenths inch for counts 193 or more.

(c) When the numerical count is marked on western standard half boxes or special half boxes packed three tiers deep, the pears shall not vary more than three-eighths inch for coutns 75 or less; one-fourth inch for counts 80 to 110, inclusive; and three-sixteenths inch for counts 115 or more.

(d) When the numerical count is marked on western standard half boxes or special half boxes packed two tiers deep, the pears shall not vary more than three-eighths inch for counts 50 or less; one-fourth inch for counts 55 to 70, inclusive; and three-sixteenths inch for counts 80 or more.

(e) When the numerical count is not shown, the minimum size shall be plainly stamped, stenciled or otherwise marked on the container in terms of whole inches, whole and half inches, whole and quarter inches, or whole and eighth inches, as 2½ inches minimum, 2¼ inches minimum, or 2⅝ inches minimum, in accordance with the facts. It is suggested that both minimum and maximum sizes be marked on the container, as 2¼ to 2¾ inches, 2½ to 2¾ inches, as such marking is especially desirable for pears marketed in the export trade.

(f) "Size" means the greatest transverse diameter of the pear taken at right angles to a line running from the stem to the blossom end.

§ 51.1311 Packing.

(a) Each package shall be packed so that the pears in the shown face shall be reasonably representative in size and quality of the contents of the package.

(b) Pears packed in any container shall be tightly packed. All packages shall be well filled but the contents shall not show excessive or unnecessary bruising because of overfilled packages.

(c) Pears packed in boxes shall be arranged in containers according to the approved and recognized methods with the pears packed lengthwise. A bridge shall not be allowed in any standard pack. When wrapped, each pear shall be fairly well enclosed by its individual wrapper.

(d) Pears packed in round stave bushel baskets, tubs, or in barrels shall be ring faced.

§ 51.1312 Tolerances for standard pack.

(a) In order to allow for variations incident to proper sizing, not more than 5 percent of the pears in any lot may fail to meet the size requirements: *Provided*, That when the maximum and minimum sizes are both stated, an additional 10 percent tolerance shall be allowed for pears which are larger than the maximum size stated.

(b) In order to allow for variations incident to proper packing, not more than 10 percent of the containers in any lot may fail to meet these requirements but no part of this tolerance shall be allowed for bridge packs, or for packs with different sizes and arrangements such as layers of 195 size and arrangement, and layers of 180 size and arrangement packed in the same box.

Definitions

§ 51.1313 Mature.

(a) "Mature" means that the pear has reached the stage of maturity which will insure the proper completion of the ripening process.

(b) Before a mature pear becomes overripe it will show varying degrees of firmness depending upon the stage of the ripening process. Therefore, a statement of firmness should be given in order to indicate the stage of the ripening process. A description of the ground color should also be given.

(1) The following terms should be used for describing the ground color: "Green", "Light Green", "Yellowish Green", and "Yellow".

(2) The following terms should be used for describing the firmness of pears:

(i) "Hard" means that the flesh of the pear is solid and does not yield appreciably even to considerable pressure.

(ii) "Firm" means that the flesh of the pear is fairly solid but yields somewhat to moderate pressure.

(iii) "Firm ripe" means that the flesh of the pear yields readily to moderate pressure.

(iv) "Ripe" means that the pear is at the stage where it is in its most desirable condition for eating.

§ 51.1314 Overripe.

"Overripe" means dead ripe, very mealy or soft, past commercial utility.

§ 51.1315 Carefully hand-picked.

"Carefully hand-picked" means that the pears do not show evidence of rough handling or of having been on the ground.

§ 51.1316 Clean.

"Clean" means free from excessive dirt, dust, spray residue or other foreign material.

§ 51.1317 Well formed.

"Well formed" means having the shape characteristic of the variety. Slight irregularities of shape from type which do not appreciably detract from the general appearance of the fruit shall be considered well formed.

§ 51.1318 Black end.

"Black end" is evidenced by an abnormally deep green color around the calyx, or black spots usually occurring on the one-third of the surface nearest to the calyx, or by an abnormally shallow calyx cavity.

§ 51.1319 Injury.

"Injury" means any blemish or defect, that more than slightly affects the appearance, or the edible or shipping quality. The following shall be considered as injury:

(a) Russeting which exceeds the following shall be considered as injury:

(1) On all varieties any excessively rough russeting (russeting which shows "frogging" or slight cracking).

(2) On Comice, and on Anjou and other smooth-skinned varieties, slightly rough russeting, or thick russeting, such as is characteristic of frost injury, when the aggregate area exceeds one-half inch in diameter.[2]

(3) On Anjou and other smooth-skinned varieties, smooth solid russeting when the aggregate area exceeds one-half inch in diameter and smooth net-like russeting when the aggregate area exceeds 15 percent of the surface, and on Comice, smooth solid or smooth netlike russeting when the aggregate area exceeds one-third of the surface, except that, in addition, on these and similar varieties, any amount of characteristic smooth russeting shall be permitted on that portion of the calyx end not visible for more than one-half inch along the contour of the pear, when it is placed calyx end down on a flat surface.[2]

(4) On any of the following and other similar varieties, rough or thick russeting such as is characteristic of frost injury when the aggregate area exceeds one-half inch in diameter.[2] On any of these varieties any amount of characteristic russeting is permitted whether due to natural causes such as weather or stimulated by artificial means; leaf whips or light limbrubs which resemble and blend into russeted areas shall be considered as russet:

Bosc, Clairgeau, Easter Beurre, Flemish Beauty, Kieffer, P. Barry, Pound, Seckel, Sheldon, Winter Nelis, and other similar varieties.

(b) Any one of the following defects or any combination thereof, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as injury:

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[2] The area refers to that of a circle of the specified diameter.

(1) Limbrubs which are cracked, softened, more than very slightly depressed, not light in color, or exceeding an aggregate area of three-fourths inch in diameter.[2]

(2) Hail marks or other similar depressions or scars which are not very shallow or superficial, or which affect an aggregate area of more than one-fourth inch in diameter.[2]

(3) Cork spot when a pear shows depressions or the flesh of the pear is more than slightly affected.

(4) Sunburn or sprayburn if the normal color of the fruit has been materially changed, or if the skin is blistered or cracked, or the flesh softened or discolored.

(5) More than two healed slight stings or depressions, or any stings which materially affect the general appearance of the fruit.

(6) Blister mite or canker worm injury which is not very shallow and superficial or where the injury affects an aggregate area of more than one-fourth inch.[2]

§ 51.1320 Fairly well formed.

"Fairly well formed" means that the pear may be slightly abnormal in shape but not to an extent which detracts materially from the appearance of the fruit. Winter Nelis pears with characteristic slight sutures or with slight flattening on one side and/or other slight irregularities which do not materially detract from the general appearance of the pear shall be considered fairly well formed.

§ 51.1321 Damage.

"Damage" means any injury or defect which materially affects the appearance, or the edible or shipping quality.

(a) Hard end shall be considered as damage if the pear shows an abnormally yellow color at the blossom end, or an abnormally smooth rounded base with little or no depression at the calyx, or if the flesh near the calyx is abnormally dry and tough or woody.

(b) Slight handling bruises and package bruises such as are incident to good commercial handling in the preparation of a tight pack shall not be considered damage.

(c) Any pear with one skin break larger than three-sixteenths inch in diameter of depth, or with more than one skin break one-eighth inch or larger in diameter or depth, shall be considered damaged, and scored against the grade tolerance.[2]

(1) Small inconspicuous skin breaks, less than one-eighth inch in diameter or depth, shall not be considered damage. In addition, not more than 15 percent of the pears in any container may have not more than one skin break from one-eighth inch to three-sixteenths inch, inclusive, in diameter or depth.[2]

(d) Russeting which exceeds the following shall be considered as damage:

(1) On all varieties excessively rough russeting (russeting which shows "frogging" or slight cracking) when the aggregate area exceeds one-half inch in diameter.[2]

(2) On Anjou and other smooth-skinned varieties, slightly rough russeting, or thick russeting such as is characteristic of frost injury, when the aggregate area exceeds three-fourths inch in diameter.[2]

(3) On Anjou, smooth solid or smooth netlike russeting when the aggregate area exceeds one-third of the surface, and on other smooth-skinned varieties, 15 percent of the surface, except that, in addition, on Anjou and other smooth-skinned varieties, any amount of characteristic smooth russeting shall be permitted on that portion of the calyx end not visible for more than one-half inch along the contour of the pear, when it is placed calyx end down on a flat surface.

(4) On any of the following and other similar varieties, rough or thick russeting such as is characteristic of frost injury, when the aggregate area exceeds three-fourths inch in diameter. On any of these varieties any amount of characteristic russeting is permitted whether due to natural causes such as weather or stimulated by artificial means; leaf whips or light limbrubs which resemble and blend

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[2] The area refers to that of a circle of the specified diameter.

into russeted areas shall be considered as russet:

Bosc, Clairgeau, Comice, Easter Beurre, Flemish Beauty, Kieffer, P. Barry, Pound, Seckel, Sheldon, Winter Nelis, and other similar varieties.

(e) Any one of the following defects or any combination thereof, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(1) Any limbrubs which are cracked, softened, or more than slightly depressed.

(2) Black discoloration caused by limbrubs which exceeds an aggregate area of three-eighths inch in diameter.

(3) Dark brown discoloration or excessive roughness caused by limbrubs which exceeds an aggregate area of one-half inch in diameter.

(4) Slightly rough, light colored discoloration caused by limbrubs which exceeds an aggregate area of three-fourths inch in diameter.

(5) Smooth, light colored discoloration caused by limbrubs which exceeds an aggregate area of 1 inch in diameter.[2]

(6) Hail marks or other similar depressions or scars which are not shallow or superficial, or where the injury affects an aggregate area of more than three-eighths inch in diameter.[2]

(7) Cork spot when more than one in number is visible externally or when the flesh is materially affected.

(8) Drought spot when more than one in number, or when the external injury exceeds an aggregate area of three-eighths inch in diameter, or when the appearance of the flesh is materially affected by corky tissue or brownish discoloration.[2]

(9) Sunburn or sprayburn where the skin is blistered, cracked, or shows any light tan or brownish color, or the shape of the pear is appreciably flattened, or the flesh is appreciably softened or changed in color, except that sprayburn of a russet character shall be considered under the definition of russeting.

(10) Insects: (i) More than two healed codling moth stings, or any insect sting which is over three thirty-seconds of an inch in diameter, or other insect stings affecting the appearance to an equal extent.[2]

(ii) Blister mite or canker worm injury which is not shallow or superficial, or where the injury affects an aggregate area of more than three-eighths inch in diameter.[2]

(11) Disease: (i) Scab spots which are black and which cover an aggregate area of more than one-fourth inch in diameter, except that scab spots of a russet character shall be considered under the definition of russeting.[2]

(ii) Sooty blotch which is thinly scattered over more than 5 percent of the surface, or dark, heavily concentrated spots which affect an area of more than three-eighths inch in diameter.[2]

§ 51.1322 Seriously misshapen.

"Seriously misshapen" means that the pear is excessively flattened or elongated for the variety, or is constricted or deformed so it will not cut three fairly uniform good quarters, or is so badly misshapen that the appearance is seriously affected.

§ 51.1323 Serious damage.

"Serious damage" means any injury or defect which seriously affects the appearance, or the edible or shipping quality.

(a) Russeting which in the aggregate exceeds the following shall be considered as serious damage:

(1) On all varieties, excessively rough russeting (russeting which shows "frogging" or slight cracking) when the aggregate area exceeds three-fourths inch in diameter.[2]

(2) On all varieties, thick russeting such as is characteristic of frost injury, 15 percent of the surface.

(3) On Anjou, smooth solid or smooth netlike russeting when the aggregate area exceeds two-thirds of the surface, except that, in addition, any amount of characteristic smooth russeting shall be permitted on that portion of the calyx end not visible for more than one-half inch along the contour of the pear, when it is placed calyx end down on a flat surface. On Flemish Beauty smooth russeting shall be permitted on the entire surface.

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[2] The area refers to that of a circle of the specified diameter.

(b) Any one of the following defects or combination thereof, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage.

(1) Limbrubs which are more than slightly cracked, or excessively rough limbrubs or dark brown or black discoloration caused by limbrubs which exceeds an aggregate area of three-fourths inch in diameter.[1]

(2) Other limbrubs which affect an aggregate area of more than one-tenth of the surface.

(3) Hail marks or other similar depressions or scars which affect an aggregate area of more than three-fourths inch in diameter, or which materially deform or disfigure the fruit.[1]

(4) Cork spot when more than two in number are visible externally or when the flesh is seriously affected.

(5) Drought spot when more than two in number, or where the external injury affects an aggregate area of more than three-fourths inch in diameter, or when the appearance of the flesh is seriously affected by corky tissue or brownish discoloration.[1]

(6) Sunburn or sprayburn where the skin is blistered, cracked or shows any brownish color, or where the shape of the pear is materially flattened, or the flesh is softened or materially changed in color, except that sprayburn of a russet character shall be considered under the definition of russeting.

(7) Insects: (i) Worm holes. More than three healed codling moth stings, of which not more than two may be over three thirty-seconds of an inch in diameter, or other insect stings affecting the appearance to an equal extent.[1]

(ii) Blister mite or canker worm injury which affects an aggregate area of more than three-fourths inch in diameter or which materially deforms or disfigures the fruit.[1]

(8) Disease: (i) Scab spots which are black, and which cover an aggregate area of more than one-half inch in diameter, except that scab spots of a russet character shall be considered under the definition of russeting.[1]

(ii) Sooty blotch which is thinly scattered over more than 15 percent of the surface, or dark heavily concentrated spots which affect an area of more than three-fourths inch in diameter.[1]

Subpart—United States Standards for Pears for Canning

Source: 35 FR 6957, May 1, 1970, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.1345 General.

All percentages shall be calculated on the basis of weight.

GRADES

§ 51.1346 U.S. No. 1.

"U.S. No. 1" consists of pears of one variety which are mature, handpicked, firm, well formed, free from scald, hard end, black end, internal breakdown, decay, worms and worm holes, and from damage caused by broken skins, limbrubs, sprayburn, sunburn, scab, russeting, bruises, hail, frost, drought spot, disease, insects, mechanical or other means. Unless otherwise specified, the pears shall not be further advanced than yellowish green. Tree-ripened pears and pears grown from late blooms shall not be considered as meeting the requirements of this grade. (See §§ 51.1349 and 51.1350.)

§ 51.1347 U.S. No. 2.

"U.S. No. 2" consists of pears of one variety which are mature, handpicked, firm, not seriously deformed, free from scald, hard end, black end, internal breakdown, decay, worms and worm holes, and free from serious damage by any other cause. Unless otherwise specified, the pears shall not be further advanced than yellowish green. Tree-ripened pears and pears grown from late blooms shall not be considered as meeting the requirements of this grade. (See §§ 51.1349 and 51.1350.)

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[1] The area refers to that of a circle of the specified diameter.

CULLS

§ 51.1348 Culls.

"Culls" are pears which do not meet the requirements of either of the foregoing grades.

SIZE

§ 51.1349 Size.

Size may be specified in connection with a grade by agreement between buyer and seller and stated in terms of minimum diameter or minimum and maximum diameters. Diameters shall be specified in inches and not less than eighth-inch fractions thereof. In addition, size may be stated in terms of ratio of length to diameter.

APPLICATION OF STANDARDS

§ 51.1350 Application of standards.

(a) Tolerances shall not apply in the application of the standards to determine the percentages of U.S. No. 1 and U.S. No. 2 quality, culls and off-size in a lot of pears; for example, when determining compliance with a grower-processor contract.

(b) *Tolerances.* The following tolerances, by weight, shall apply when a lot of pears has been sorted to meet a specific grade, such as a shipment to a processor which is intended to meet the requirements of the U.S. No. 1 grade:

(1) *For defects.* 10 percent for pears which fail to meet the requirements of the grade: *Provided,* That included in this amount not more than the following percentages shall be allowed for the defects listed:

(i) 2 percent for pears which are affected by decay;

(ii) 5 percent for pears which are infested by worms or have worm holes.

(2) *For off-size.* 5 percent for pears which are smaller than any specified minimum size, and 10 percent for pears larger than any specified maximum size.

DEFINITIONS

§ 51.1351 Mature.

"Mature" means that the pear has reached the stage of maturity which will insure the proper completion of the ripening process.

§ 51.1352 Handpicked.

"Handpicked" means that the pears do not show evidence of having been on the ground.

§ 51.1353 Firm.

"Firm" means that the pear is fairly solid and yields only very slightly to moderate pressure, and is not wilted, shriveled, rubbery or flabby.

§ 51.1354 Well formed.

"Well formed" means that the pear has the shape characteristic of the variety, so that after paring, cutting in halves, and coring, each half of the pear shall be well formed. Bartlett pears shall have at least a fairly well developed neck.

[35 FR 6958, May 1, 1970, as amended at 35 FR 7249, May 8, 1970. Redesignated at 42 FR 32514, June 27, 1977 and at 46 FR 63203, Dec. 31, 1981]

§ 51.1355 Damage.

"Damage" means any injury or defect which materially affects the processing quality of the fruit. After paring, cutting in halves, and coring, each half of the pear shall be well formed or the pear is considered damaged. Pears showing surface blemishes shall be considered damaged when the injury cannot be completely removed in the ordinary process of paring for commercial use.

§ 51.1356 Pears grown from late blooms.

"Pears grown from late blooms". Such pears often have excessively long stems (commonly termed "rat tails"), or may be misshapen or slightly rough. Such pears do not ripen properly for ordinary canning use.

§ 51.1357 Seriously deformed.

"Seriously deformed" means that the pear is so badly misshapen as to cause a loss during the usual commercial preparation for use of over 20 percent, by weight, of the pear in excess of that which would occur if the pear were well formed. Round or apple-shaped pears shall not be considered seriously deformed.

§ 51.1358 Serious damage.

"Serious damage" means any injury or defect which cannot be removed during the usual commercial preparation for use without a loss of over 20 percent, by weight, of the pear in excess of that which would occur if the pear were not defective.

§ 51.1359 Diameter.

"Diameter" means the greatest dimension of the pear taken at right angles to a line running from the stem to the blossom end.

Subpart—United States Standards for Fresh Peas

SOURCE: 18 FR 7123, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

INTRODUCTION

§ 51.1375 Introduction.

(a) The tolerances for the standards are on a container basis. However, individual containers in any lot may vary from the specified tolerances as stated below, provided the averages for the entire lot, based on sample inspection, are within the tolerances specified.

(b) For a tolerance of 10 percent, individual containers in any lot may have not more than one and one-half times the tolerance.

(c) For a tolerance of less than 10 percent, individual containers in any lot may have not more than double the tolerance.

GRADES

§ 51.1376 U.S. No. 1.

U.S. No. 1 shall consist of pods of peas of similar varietal characteristics which are not overmature or excessively small, not badly misshapen or watersoaked, and which are fairly well filled, fresh, firm, free from decay, and from damage caused by black calyxes, freezing, spliting, hail, dirt, leaves, or other foreign matter, mildew, or other diseases, insects, or mechanical or other means. The peas shall be at least fairly tender, free from decay, and from damage caused by split skins, disease, insects or mechanical or other means.

(a) Peas may be specified as "U.S. No. 1 Green Calyxes" when they meet the requirements of U.S. No. 1 grade and an average of three-fourths or more, by weight, of the pods in any lot, but not less than one-half of the pods in each container, have calyxes which are of a fairly good green color.

§ 51.1377 U.S. Fancy.

U.S Fancy shall consist of pods of peas which are well filled and have an average of three-fourths or more by weight, of the pods in any lot, but not less than one-half of the pods in each container with calyxes which are of a fairly good green color, and which meet the requirements of U.S. No. 1 grade in all other respects.

TOLERANCES

§ 51.1378 Tolerances.

In order to allow for variations incident to proper grading and handling, not more than 10 percent, by weight, of the pods of peas in any container may be below the requirements of the grade, but not more than one-half of this tolerance, or 5 percent, shall be allowed for defects causing serious damage, and not more than one-tenth of this tolerance, or 1 percent, shall be allowed for soft decay. When peas are specified as "U.S. No. 1 Green Calyxes" or "U.S. Fancy" no part of any tolerance shall be allowed to reduce for the lot as a whole, or for the individual container the percentage of pods which are required to have calyxes of a fairly good green color.

UNCLASSIFIED

§ 51.1379 Unclassified.

Unclassified shall consist of peas which have not been classified in accordance with the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

DEFINITIONS

§ 51.1380 Similar varietal characteristics.

"Similar varietal characteristics" means that the pods of peas in any container are of the same general type.

§ 51.1381 Overmature.

"Overmature" means that the pod has developed beyond the stage at which it is desirable as a fresh product. The pod is usually wrinkled and the green is faded, having a noticeably whitish or yellowish cast.

§ 51.1382 Excessively small.

"Excessively small" means that the pod is so short that there is space for only two peas which are at least fairly well developed.

§ 51.1383 Badly misshapen.

"Badly misshapen" means that the pod is badly constructed, crooked, or badly twisted.

§ 51.1384 Fairly well filled.

"Fairly well filled" means that more than one-half of the pod contains peas which are at least fairly well developed.

§ 51.1385 Well filled.

"Well filled" means that more than two-thirds of the pod contains peas which are at least fairly well developed.

§ 51.1386 Damage.

"Damage" means any injury or defect which materially affects the appearance, edible or shipping quality.

§ 51.1387 Serious damage.

"Serious damage" means any injury or defect which seriously affects the appearance, edible or shipping quality. Badly misshapen pods or pods seriously affected with downy mildew injury shall be considered as being seriously damaged.

Subpart—United States Standards for Grades of Pecans in the Shell[1]

SOURCE: 41 FR 39303, Sept. 15, 1976, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1400 U.S. No. 1.

"U.S. No. 1" consists of pecans in the shell which meet the following requirements:

(a) Free from loose extraneous or foreign material.

(b) Shells are: (1) Fairly uniform in color; and,

(2) Free from damage by any cause.

(c) Kernels are: (1) Free from damage by any cause.

(d) For tolerances see § 51.1404.

§ 51.1401 U.S. No. 2.

The requirements for this grade are the same as for U.S. No. 1 except for:

(a) No requirement for uniformity of color of shells; and,

(b) Increased tolerances for defects see § 51.1404.

SIZE CLASSIFICATION

§ 51.1402 Size classification.

Size of pecans may be specified in connection with the grade in accordance with one of the following classifications. To meet the requirements for any one of these classifications, the lot must conform to both the specified number of nuts per pound and the weight of the 10 smallest nuts per 100 nut sample.

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

Size classification	Number of nuts per pound	Minimum weight of the 10 smallest nuts in a 100-nut sample
Oversize	55 or less	In each classification, the 10 smallest nuts per 100 must weigh at least 7 pct of the total weight of a 100-nut sample
Extra large	56 to 63	
Large	64 to 77	
Medium	78 to 95	
Small	96 to 120	

KERNEL COLOR CLASSIFICATION

§ 51.1403 Kernel color classification.

(a) The skin color of pecan kernels may be described in terms of the color classifications provided in this section. When the color of kernels in a lot generally conforms to the "light" or "light amber" classification, that color classification may be used to describe the lot in connection with the grade.

(1) "Light" means that the outer surface of the kernel is mostly golden color or lighter, with not more than 25 percent of the outer surface darker than golden, none of which is darker than light brown.

(2) "Light amber" means that more than 25 percent of the outer surface of the kernel is light brown, with not more than 25 percent of the outer surface darker than light brown, none of which is darker than medium brown.

(3) "Amber" means that more than 25 percent of the outer surface of the kernel is medium brown, with not more than 25 percent of the outer surface darker than medium brown, none of which is darker than dark brown (very dark-brown or blackish-brown discoloration).

(4) "Dark amber" means that more than 25 percent of the outer surface of the kernel is dark brown, with not more than 25 percent of the outer surface darker than dark brown (very dark-brown or blackish-brown discoloration).

(b) U.S. Department of Agriculture kernel color standards, Pec-MC-1, consisting of plastic models of pecan kernels, illustrate the color intensities implied by the terms "golden," "light brown," "medium brown" and "dark brown" referred to in paragraph (a) of this section. These color standards may be examined in the Fruit and Vegetable Division, AMS, U.S. Department of Agriculture, South Building, Washington, D.C. 20250; in any field office of the Fresh Fruit and Vegetable Inspection Service; or upon request of any authorized inspector of such service. Duplicates of the color standards may be purchased from NASCO, Fort Atkinson, Wisconsin 53538.

TOLERANCES

§ 51.1404 Tolerances.

In order to allow the variations incident to proper grading and handling in each of the foregoing grades, the following tolerances are provided as specified:

(a) *U.S. No. 1*—(1) *For shell defects, by count.* (i) 5 percent for pecans with damaged shells, including therein not more than 2 percent for shells which are seriously damaged.

(2) *For kernel defects, by count.* (i) 12 percent for pecans with kernels which fail to meet the requirements for the grade or any specified color classification, including therein not more than 7 percent for kernels which are seriously damaged: *Provided,* That not more than six-sevenths of this amount, or 6 percent, shall be allowed for kernels which are rancid, moldy, decayed or injured by insects: *And provided further,* That included in this 6 percent tolerance not more than one-half of one percent shall be allowed for pecans with live insects inside the shell.

(ii) In addition, 8 percent for kernels which fail to meet the color requirements for the grade or for any specified color classification, but which are not seriously damaged by dark discoloration of the skin: *Provided,* That these kernels meet the requirements for the grade other than for skin color.

(3) *For loose extraneous or foreign material, by weight.* (i) 0.5 percent (one-half of 1 percent).

(b) *U.S. No. 2*—(1) *For shell defects, by count.* (i) 10 percent for pecans with damaged shells, including therein not more than 3 percent for shells which are seriously damaged.

(2) *For kernel defects, by count.* (i) 30 percent for pecans with kernels which fail to meet the requirements of the U.S. No. 1 grade, including therein not more than 10 percent for pecans with

kernels which are seriously damaged: *Provided*, That not more than seven-tenths of this amount, or 7 percent, shall be allowed for kernels which are rancid, moldy, decayed or injured by insects: *And provided further*, That included in this 7 percent tolerance not more than one-half of one percent shall be allowed for pecans with live insects inside the shell.

(3) *For loose extraneous or foreign material, by weight.* (i) 0.5 percent (one-half of 1 percent).

APPLICATION OF TOLERANCES

§ 51.1405 Application of tolerances.

Individual 100-count samples shall have not more than one and one-half times a specified tolerance of 5 percent or more and not more than double a tolerance of less than 5 percent, except that at least one pecan which is seriously damaged by live insects inside the shell is permitted: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade.

SAMPLE FOR GRADE OR SIZE DETERMINATION

§ 51.1406 Sample for grade or size determination.

Each sample shall consist of 100 pecans. The individual sample shall be drawn at random from a sufficient number of packages to form a 100-count composite sample. The number of such individual 100-count samples drawn for grade or size determination will vary with the size of the lot. When practicable, at point of packaging the sample may be obtained from the grading belt after sorting has been completed.

DEFINITIONS

§ 51.1407 Fairly uniform in color.

"Fairly uniform in color" means that the shells do not show sufficient variation in color to materially detract from the general appearance of the lot.

§ 51.1408 Loose extraneous or foreign material.

"Loose extraneous or foreign material" means loose hulls, empty broken shells, or any substance other than pecans in the shell or pecan kernels.

§ 51.1409 Well developed.

"Well developed" means that the kernel has a large amount of meat in proportion to its width and length (see Figure 1).

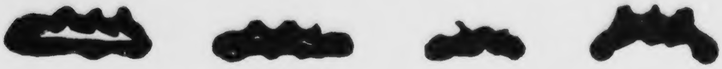
§ 51.1410 Fairly well developed.

"Fairly well developed" means that the kernel has at least a moderate amount of meat in proportion to its width and length. Shriveling and hollowness shall be considered only to the extent that they have reduced the meatiness of the kernel (see Figure 1).

§ 51.1411 Poorly developed.

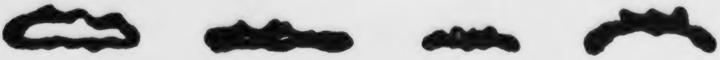
"Poorly developed" means that the kernel has a small amount of meat in proportion to its width and length (see Figure 1).

PECAN CROSS SECTION ILLUSTRATION



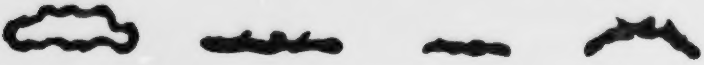
1. WELL DEVELOPED

Lower limit. Kernels having less meat content than these are not considered well developed.



2. FAIRLY WELL DEVELOPED

Lower limit for U.S. No. 1 grade. Kernels having less meat content than these are not considered fairly well developed and are classed as damaged.



3. POORLY DEVELOPED

Lower limit, damaged but not seriously damaged. Kernels having less meat content than these are considered undeveloped and are classed as seriously damaged.

FIGURE 1

§ 51.1412 Well cured.

"Well cured" means that the kernel separates freely from the shell, breaks cleanly when bent, without splintering, shattering, or loosening the skin; and the kernel appears to be in good shipping or storage condition as to moisture content.

§ 51.1413 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, or any other defect, or any combination of defects, which materially detracts from the appearance or the edible or marketing quality of the individual pecan or the general appearance of the pecans in the lot. The following defects shall be considered as damage:

(a) Adhering hull material or dark stains affecting an aggregate of more than 5 percent of the surface of the individual shell;

(b) Split or cracked shells when the shell is spread apart or will spread upon application of slight pressure;

(c) Broken shells when any portion of the shell is missing;

(d) Kernels which are not well cured;

(e) Poorly developed kernels;

(f) Kernels which are dark amber in color;

(g) Kernel spots when more than one dark spot is present on either half of the kernel, or when any such spot is more than one-eighth inch (3 mm) in greatest dimension;

(h) Adhering material from the inside of the shell when firmly attached to more than one-third of the outer surface of the kernel and contrasting in color with the skin of the kernel; and,

(i) Internal flesh discoloration of a medium shade of gray or brown extending more than one-fourth inch (6 mm) lengthwise beneath the center ridge, or any equally objectionable amount in other portions of the kernel; or lesser areas of dark discoloration affecting the appearance to an equal or greater extent.

§ 51.1414 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, or any other defect, or any combination of defects, which seriously detracts from the appearance or the edible or marketing quality of the individual pecan. The following defects shall be considered as serious damage:

(a) Adhering hull material or dark stains affecting an aggregate of more than 20 percent of the individual shell;

(b) Broken shells when the missing portion of shell is greater in area than a circle one-fourth inch (6 mm) in diameter;

(c) Worm holes when penetrating the shell;

(d) Rancidity when the kernel is distinctly rancid to the taste. Staleness of flavor shall not be classed as rancidity;

(e) Mold, on the surface or inside the kernel, which is plainly visible without magnification;

(f) Decay affecting any portion of the kernel;

(g) Insect injury when the insect, web or frass is present inside the shell, or the kernal shows distinct evidence of insect feeding;

(h) Kernel spots when more than three dark spots on either half of the kernel, or when any spot or the aggregate of two or more spots on one of the halves of the kernel affects more than 10 percent of the surface;

(i) Dark discoloration of the skin which is darker than dark amber over more than 25 percent of the outer surface of the kernel;

(j) Internal flesh discoloration of a dark shade extending more than one-third the length of the kernel beneath the ridge, or an equally objectionable amount of dark discoloration in other portions of the kernel; and,

(k) Undeveloped kernels having practically no food value, or which are blank (complete shell containing no kernel).

§ 51.1415 Inedible kernels.

"Inedible kernels" means that the kernel or pieces of kernels are rancid, moldy, decayed, injured by insects or otherwise unsuitable for human consumption.

OPTIONAL DETERMINATIONS

§ 51.1416 Optional determinations.

The determinations set forth herein are not requirements of these standards. They may be performed upon request in connection with the grade determination or as a separate determination. Samples of pecans for these determinations shall be taken at random from a composite sample drawn throughout the lot.

(a) *Edible kernel content.* A minimum sample of at least 500 grams of in-shell pecans shall be used for determination of edible kernel content. After the sample is weighed and shelled, edible appearing half kernels and pieces of kernels shall be separated from shells, center wall, and other non-kernel material and inedible kernels (see § 51.1415) and pieces of kernels, and weighed to determine edible kernel content for the lot.

(b) *Poorly developed kernel content.* A minimum sample of at least 500 grams of in-shell pecans shall be used for determination of poorly developed kernel content. The amount of poorly developed kernels and pieces of kernels shall be weighed to determine poorly developed kernel content of the lot (see § 51.1411 and Figure 1).

(c) *Edible kernel content color classification.* The amount of "Light," "Light amber," "Amber," "Dark amber" and darker shades of skin color shall be determined according to § 51.1403, Kernel Color Classification. The total weight of edible kernels and pieces of kernels shall be the basis for determining color classification content for the lot.

(d) *Kernel moisture content.* The sample of pecans for determination of kernel moisture content shall be shelled immediately before analysis and all shells, center wall and other non-kernel material removed. The air-oven or other methods or devices which give equivalent results shall be used for moisture content determination.

Subpart—United States Standards for Grades of Shelled Pecans

SOURCE: 34 FR 9377, June 14, 1969, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1430 U.S. No. 1 Halves.

"U.S. No. 1 Halves" consists of pecan half kernels which meet the following requirements:

(a) For quality:

(1) Well dried;

(2) Fairly well developed;

(3) Fairly uniform in color;

(4) Not darker than "amber" skin color;

(5) Free from damage or serious damage by any cause;

(6) Free from pieces of shell, center wall and foreign material; and,

(7) Comply with tolerances for defects (see § 51.1439); and,

(b) For size:

(1) Halves are fairly uniform in size;

(2) Halves conform to size classification or count specified; and,

(3) Comply with tolerances for pieces, particles, and dust (see § 51.1437).

§ 51.1431 U.S. No. 1 Halves and Pieces.

The requirements for this grade are the same as those for U.S. No. 1 Halves except:

(a) For size:

(1) At least 50 percent, by weight, are half-kernels;

(2) Both halves and pieces will not pass through a $^5/_{16}$-inch round opening; and,

(3) Comply with tolerances for undersize. (See Table III.)

§ 51.1432 U.S. No. 1 Pieces.

The requirements for this grade are the same as those for U.S. No. 1 Halves except:

(a) For quality:

(1) No requirement for uniformity of color; and,

(b) For size:

(1) No requirement for percentage of half-kernels;

(2) Conform to any size classification or other size description specified; and,

(3) Comply with applicable tolerances for off-size. (See Table III.)

§ 51.1433 U.S. Commercial Halves.

The requirements for this grade are the same as those for U.S. No. 1 Halves except:

(a) For quality:

(1) No requirement for uniformity of color; and,

(2) Increased tolerances for defects (see § 51.1439); and,

(b) For size:

(1) No requirement for uniformity of size.

§ 51.1434 U.S. Commercial Halves and Pieces.

The requirements for this grade are the same as those for U.S. No. 1 Halves and Pieces except:

(a) For quality:

(1) No requirement for uniformity of color; and,

(2) Increased tolerances for defects. (See § 51.1439.)

§ 51.1435 U.S. Commercial Pieces.

The requirements for this grade are the same as those for U.S. No. 1 Pieces except for:

(a) Increased tolerances for defects. (See § 51.1439.)

COLOR CLASSIFICATIONS

§ 51.1436 Color classifications.

(a) The skin color of pecan kernels may be described in terms of the color classifications provided in this section. When the color of kernels in a lot generally conforms to the "light" or "light amber" classification, that color classification may be used to describe the lot in connection with the grade.

(1) "Light" means that the kernel is mostly golden color or lighter, with not more than 25 percent of the surface darker than golden, and none of the surface darker than light brown.

(2) "Light amber" means that the kernel has more than 25 percent of its surface light brown, but not more than 25 percent of the surface darker than light brown, and none of the surface darker than medium brown.

(3) "Amber" means that the kernel has more than 25 percent of the surface medium brown, but not more than 25 percent of the surface darker than medium brown, and none of the surface darker than dark brown (very dark-brown or blackish-brown discoloration).

(4) "Dark amber" means that the kernel has more than 25 percent of the surface dark brown, but not more than 25 percent of the surface darker than dark brown (very dark-brown or blackish-brown discoloration).

(b) U.S. Department of Agriculture kernel color standards, PEC-MC-1, consisting of plastic models of pecan kernels, illustrate the color intensities implied by the terms "golden," "light brown," "medium brown," and "dark brown" referred to in paragraph (a) of this section. These color standards may be examined in the Fruit and Vegetable Division, AMS, U.S. Department of Agriculture, South Building, Washington, D.C. 20250; in any field office of the Fresh Fruit and Vegetable Inspection Service; or upon request of any authorized inspector of such Service. Duplicates of the color standards may be purchased from NASCO, Fort Atkinson, Wis. 53538.

SIZE CLASSIFICATIONS

§ 51.1437 Size classifications for halves.

The size of pecan halves in a lot may be specified in accordance with one of the size classifications shown in Table I:

TABLE I

Size classifications for halves	Number of halves per pound
Mammoth	250 or less
Junior mammoth	251-300
Jumbo	301-350
Extra large	351-450
Large	451-550
Medium	551-650
Small (topper)	651-750
Midget	751 or more

(a) The number of halves per pound shall be based upon the weight of half-kernels after all pieces, particles and dust, shell, center wall, and foreign material have been removed.

(b) In lieu of the size classifications in Table I, the size of pecan halves in a lot may be specified in terms of the number of halves or a range of numbers of halves per pound. For example, "400" or "600-700".

(c) Tolerance for count per pound: In order to allow for variations incident to proper sizing, a tolerance shall be permitted as follows:

(1) When an exact number of halves per pound is specified, the actual count per pound may vary not more than 5 percent from the specified number; and,

(2) When any size classification shown in Table I or a range in count per pound is specified, no tolerance shall be allowed for counts outside of the specified range.

(d) *Tolerances for pieces, particles, and dust.* In order to allow for variations incident to proper sizing and handling, not more than 15 percent, by weight, of any lot may consist of pieces, particles, and dust: *Provided,* That not more than one-third of this amount, or 5 percent, shall be allowed for portions less than one-half of a complete half-kernel, including not more than 1 percent for particles and dust.

§ 51.1438 Size classifications for pieces.

The size of pecan pieces in a lot may be specified in accordance with one of the size classifications shown in Table II.

TABLE II

Size classification	Maximum diameter (will pass through round opening of following diameter)	Minimum diameter (will not pass through round opening of following diameter) (inch)
Mammoth pieces	No limitation	8/16
Extra large pieces	9/16 inch	7/16
Halves and pieces	No limitation	5/16
Large pieces	8/16 inch	5/16
Medium pieces	6/16 inch	3/16
Small pieces	4/16 inch	2/16
Midget pieces	3/16 inch	1/16
Granules	2/16 inch	1/16

(a) In lieu of the size classifications in Table II, the size of pieces in a lot may be specified in terms of minimum diameter, or as a range described in terms of minimum and maximum diameters expressed in sixteenths or sixty-fourths of an inch.

(b) Tolerances for size of pieces: In order to allow for variations incident to proper sizing, tolerances are provided for pieces in a lot which fail to meet the requirements of any size specified. The tolerances, by weight, are shown in Table III.

TABLE III

[Percent]

Size classification	Total tolerance for offsize pieces	Tolerance (included in total tolerance) for pieces smaller than	
		2/16	1/16 inch
Mammoth pieces	15	1	
Extra large pieces	15	1	
Halves and pieces	15	1	
Large pieces	15	1	
Medium pieces	15	2	
Small pieces	15	2	
Midget pieces	15		2
Granules	15		5
Other specified size	15	1	

TOLERANCES FOR DEFECTS

§ 51.1439 Tolerances for defects.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by weight, are provided as specified:

(a) U.S. No. 1 Halves, U.S. No. 1 Halves and Pieces, and U.S. No. 1 Pieces grades:

(1) 0.05 percent for shell, center wall, and foreign material;

(2) 3 percent for portions of kernels which are "dark amber" or darker color, or darker than any specified lighter color classification but which are not otherwise defective; and,

(3) 3 percent for portions of kernels which fail to meet the remaining requirements of the grade, including therein not more than 0.50 percent for defects causing serious damage: *Provided,* That any unused portion of this tolerance may be applied to increase the tolerance for kernels which are "dark amber" or darker color, or darker than any specified lighter color classification.

(b) U.S. Commercial Halves, U.S. Commercial Halves and Pieces, and U.S. Commercial Pieces grades:

(1) 0.15 percent for shell, center wall, and foreign material;

(2) 25 percent for portions of kernels which are "dark amber" or darker

color, or darker than any specified lighter color classification, but which are not otherwise defective; and,

(3) 8 percent for portions of kernels which fail to meet the remaining requirements of the grade, including therein not more than 1 percent for defects causing serious damage.

APPLICATION OF STANDARDS

§ 51.1440 Application of standards.

The grade of a lot of shelled pecans shall be determined on the basis of a composite sample drawn at random from containers in various locations in the lot. However, any identifiable container or number of containers in which the pecans are obviously of a quality or size materially different from that in the majority of containers, shall be considered as a separate lot, and shall be sampled and graded separately.

DEFINITIONS

§ 51.1441 Half-kernel.

"Half-kernel" means one of the separated halves of an entire pecan kernel with not more than one-eighth of its original volume missing, exclusive of the portion which formerly connected the two halves of the kernel.

§ 51.1442 Piece.

"Piece" means a portion of a kernel which is less than seven-eighths of a half-kernel, but which will not pass through a round opening two-sixteenths inch in diameter.

§ 51.1443 Particles and dust.

"Particles and dust" means, for all size designations except "midget pieces" and "granules," fragments of kernels which will pass through a round opening two-sixteenths inch in diameter.

§ 51.1444 Well dried.

"Well dried" means that the portion of kernel is firm and crisp, not pliable or leathery.

§ 51.1445 Fairly well developed.

"Fairly well developed" means that the kernel has at least a moderate amount of meat in proportion to its width and length. (See Figure 1.)

§ 51.1446 Poorly developed.

"Poorly developed" means that the kernel has a small amount of meat in proportion to its width and length. (See Figure 1.)

§ 51.1447 Fairly uniform in color.

"Fairly uniform in color" means that 90 percent or more of the kernels in the lot have skin color within the range of one or two color classifications.

§ 51.1448 Fairly uniform in size.

"Fairly uniform in size" means that, in a representative sample of 100 halves, the 10 smallest halves weigh not less than one-half as much as the 10 largest halves.

§ 51.1449 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, or any other defect, or any combination of defects, which materially detracts from the appearance or the edible or marketing quality of the individual portion of the kernel or of the lot as a whole. The following defects should be considered as damage:

(a) Adhering material from inside the shell when attached to more than one-fourth of the surface on one side of the half-kernel or piece;

(b) Dust or dirt adhering to the kernel when conspicuous;

(c) Kernel which is not well dried;

(d) Kernel which is "dark amber" or darker color;

(e) Kernel having more than one dark kernel spot, or one dark kernel spot more than one-eighth inch in greatest dimension;

(f) Shriveling when the surface of the kernel is very conspicuously wrinkled;

(g) Internal flesh discoloration of a medium shade of gray or brown extending more than one-fourth the length of the half-kernel or piece, or lesser areas of dark discoloration affecting the appearance to an equal or greater extent; and,

(h) Poorly developed kernel. (See Figure 1.)

§ 51.1450 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, or any other defect, or any combination of defects, which seriously detracts from the appearance or the edible or marketing quality of the individual portion of kernel or of the lot as a whole. The following defects shall be considered as serious damage:

(a) Any plainly visible mold;

(b) Rancidity when the kernel is distinctly rancid to the taste. Staleness of flavor shall not be classed as rancidity;

(c) Decay affecting any portion of the kernel;

(d) Insects, web, or frass or any distinct evidence of insect feeding on the kernel;

(e) Internal discoloration which is dark gray, dark brown, or black and extends more than one-third the length of the half-kernel or piece;

(f) Adhering material from inside the shell when attached to more than one-half of the surface on one side of the half-kernel or piece;

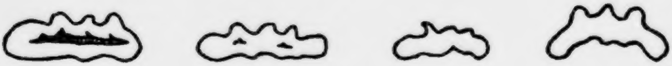
(g) Dark kernel spots when more than three are on the kernel, or when any dark kernel spot or the aggregate of two or more spots affect an area of more than 10 percent of the surface of the half-kernel or piece;

(h) Dark skin discoloration, darker than "dark brown," when covering more than one-fourth of the surface of the half-kernel or piece; and,

(i) Undeveloped kernel. (See Figure 1.)

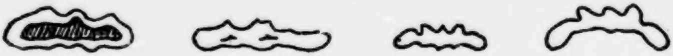
FIGURE 1

CROSS SECTION ILLUSTRATION



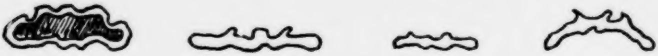
1. WELL DEVELOPED

Lower limit. Kernels having less meat content than these are not considered well developed.



2. FAIRLY WELL DEVELOPED

Lower limit for U. S. No. 1 grade. Kernels having less meat content than these are not considered fairly well developed and are classed as damaged.



3. POORLY DEVELOPED

Lower limit, damaged but not seriously damaged. Kernels having less meat content than these are considered undeveloped and are classed as seriously damaged.

METRIC CONVERSION TABLE

§ 51.1451 Metric conversion table.

Inches	Millimeters (mm)
8/16	12.7
7/16	11.1
6/16	9.5
5/16	7.9
4/16	6.4
3/16	4.8
2/16	3.2
6/64	2.4
5/64	2.0
1/16	1.6

Subpart—United States Standards for Sweet Peppers for Processing

SOURCE: 18 FR 7127, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1465 U.S. No. 1.

U.S. No. 1 shall consist of sweet peppers of one variety or similar varietal characteristics, which are fairly firm, fairly well shaped, well colored, free from mold, soft rot, worm holes, or other holes which penetrate through the wall of the pepper, except small, fresh holes or splits incident to proper handling. The peppers shall also be free from damage by any other cause.

§ 51.1466 U.S. No. 2.

U.S. No. 2 shall consist of sweet peppers of one variety or similar varietal characteristics which are fairly well colored and free from serious damage by any cause.

CULLS

§ 51.1467 Culls.

Sweet peppers which fail to meet the requirements of either of the foregoing grades shall be designated as culls.

SIZE

§ 51.1468 Size.

There are no size requirements specified for the various grades. However, the minimum size may be fixed by agreement between buyer and seller and may be expressed in terms of diameter in whole inches, or in whole inches and fractions thereof.

DEFINITIONS

§ 51.1469 Fairly firm.

"Fairly firm" means that the pepper is not soft, limp or excessively shriveled.

§ 51.1470 Fairly well shaped.

"Fairly well shaped" means that the pepper is not of the type commonly known as "button" or is not decidedly crooked, constricted, or otherwise seriously deformed.

§ 51.1471 Well colored.

"Well colored" means that at least 90 percent of the surface of the pepper has a characteristic medium or dark red color, and that green color does not predominate on the remainder of the surface of the pepper.

§ 51.1472 Damage.

"Damage" means any injury or defect which materially affects the processing or edible quality of the pepper, or which cannot be removed in the ordinary process of trimming without a loss of more than 5 percent, by weight, of the pepper in excess of that which would occur if the pepper were perfect.

§ 51.1473 Diameter.

"Diameter" means the greatest dimension of the pepper measured at right angles to a line running from the stem to the apex.

§ 51.1474 Fairly well colored.

"Fairly well colored" means that at least three-fourths of the surface of the pepper has a characteristic medium or dark red color.

§ 51.1475 Serious damage.

"Serious damage" means any injury or defect which seriously affects the processing or edible quality of the pepper, or which cannot be removed in the ordinary process of trimming without a loss of more than 20 percent, by weight, of the pepper in excess of that which would occur if the pepper were perfect.

Subpart—United States Standards for Pineapples

SOURCE: 18 FR 7127, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1485 U.S. Fancy.

U.S. Fancy consists of pineapples of similar varietal characteristics, which are mature, firm, dry and well formed, which have well developed eyes, and which are free from decay and sunscald, and free from injury caused by bruising, sunburn, and gummosis, and free from damage caused by disease, insects, rodents or mechanical or other means. The butts shall be well trimmed, well cured, and free from damage caused by cracks. The tops shall be of characteristic color, single, straight, well attached to the fruit and free from crown slips. The length of the tops shall be not less than 5 inches nor more than 1½ times the length of the fruit. (See § 51.1490.)

(a) In order to allow for variations incident to proper grading and handling, other than for size and marking, not more than a total of 10 percent, by count, of the pineapples in any lot may fail to meet the requirements of the grade: *Provided*, That not more than one-half of this amount, or 5 percent, shall be allowed for pineapples which are seriously damaged, including therein not more than 1 percent for pineapples affected by decay.

§ 51.1486 U.S. No. 1.

U.S. No. 1 consists of pineapples of similar varietal characteristics, which are mature, firm, dry and well formed, which have well developed eyes, and which are free from decay and sunscaled, and free from damage caused by bruising, sunburn, gummosis, disease, insects, rodents or mechanical or other means. The butts shall be well trimmed, fairly well cured and shall not be badly cracked. The tops shall be of characteristic color, single, reasonably straight, well attached to the fruit, and shall have not more than 5 crown slips, not more than 2 of which may be more than 2¾ inches in length. The length of the tops shall be not less than 4 inches nor more than twice the length of the fruit. (See § 51.1490.)

(a) In order to allow for variations incident to proper grading and handling, other than for size and marking, not more than a total of 10 percent, by count, of the pineapples in any lot may fail to meet the requirements of the grade: *Provided*, That not more than one-half of this amount, or 5 percent, shall be allowed for pineapples which are seriously damaged, including therein not more than 1 percent for pineapples affected by decay.

§ 51.1487 U.S. No. 2.

U.S. No. 2 consists of pineapples of similar varietal characteristics, which are mature, firm, and fairly well formed, which have fairly well developed eyes, and which are free from decay and sunscald, and free from serious damage caused by bruising, sunburn, gummosis, disease, insects, rodents or mechanical or other means. The butts shall be fairly well cured. The tops shall be of characteristic color, well attached to the fruit, not completely curved over and shall consist of not more than 2 fairly well developed stems but may have any number of crown slips. (See § 51.1490.)

(a) In order to allow for variations incident to proper grading and handling, other than for size and marking, not more than a total of 10 percent, by count, of the pineapples in any lot may fail to meet the requirements of the grade: *Provided*, That not more than one-tenth of this amount, or 1 percent, shall be allowed for pineapples affected by decay.

UNCLASSIFIED

§ 51.1488 Unclassified.

Unclassified consists of pineapples which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.1489 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade.

(1) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerance specified.

(2) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than one and one-half times the tolerance specified, except that at least one decayed or otherwise defective fruit may be permitted in any package.

SIZE AND MARKING REQUIREMENTS

§ 51.1490 Size and marking requirements.

(a) The pineapples in each container shall be fairly uniform in size and the count shall be plainly stamped, stenciled or otherwise marked on the container.

(b) In order to allow for variations incident to proper packing not more than 5 percent of the packages in any lot may fail to meet the requirements pertaining to size and marking.

DEFINITIONS

§ 51.1491 Similar varietal characteristics.

"Similar varietal characteristics" means that the pineapples in any lot are similar in type and character of growth.

§ 51.1492 Mature.

"Mature" means that the pineapple has reached the stage of development which will insure a proper completion of the ripening process.

§ 51.1493 Firm.

"Firm" means that the fruit does not yield to slight pressure.

§ 51.1494 Dry.

"Dry" means that the surface of the fruit is free from moisture other than that resulting from condensation.

§ 51.1495 Well formed.

"Well formed" means that the fruit shows good shoulder development and is not lopsided or distinctly pointed, and that the sides are not noticeably flattened.

§ 51.1496 Well-developed eyes.

"Well-developed eyes" means eyes which have developed normally.

§ 51.1497 Injury.

"Injury" means any defect which more than slightly affects the appearance or the edible or shipping quality of the fruit. Sunburn which will not more than slightly affect the appearance of the fruit when ripe, or gummosis which is very slight shall not be considered as injury.

§ 51.1498 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the fruit. Sunburn which will not materially affect the appearance of the fruit when ripe, or gummosis which is slight or does not materially discolor the eyes shall not be considered as damage.

§ 51.1499 Well trimmed.

"Well trimmed" means that the bracts on the stem next to the base of the fruit have been removed and the stem has been cut off so that the fruit will stand straight when placed butt end down on a flat surface.

§ 51.1500 Well cured.

"Well cured" means that the cut portion of the butt has completely calloused over.

§ 51.1501 Characteristic color.

"Characteristic color" means that at shipping points the tops are of good green color characteristic of well-grown pineapples, and in the receiving markets, are fairly good green color and relatively free from dryness and discoloration.

§ 51.1502 Single top.

"Single top" means that the fruit does not have more than one prominent main stem at the crown of the fruit.

§ 51.1503 Crown slips.

"Crown slips" means the small, secondary top growths at the crown of the fruit.

§ 51.1504 Fairly well cured.

"Fairly well cured" means that the cut portion of the butt is free from bleeding.

§ 51.1505 Fairly well formed.

"Fairly well formed" means that the fruit is not excessively lopsided or excessively flattened at the shoulders or sides.

§ 51.1506 Fairly well-developed eyes.

"Fairly well-developed eyes" means eyes which show fairly normal development and are not badly misshapen.

§ 51.1507 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the fruit.

§ 51.1508 Fairly uniform in size.

"Fairly uniform in size" means that for counts 18 or less in standard southeastern pineapple crates, the pineapples do not vary more than ⅝ inch in diameter, and for counts over 18 in number the pineapples do not vary more than ½ inch in diameter. Diameter shall be the greatest dimension measured at right angles to a line from top to butt.

Subpart—United States Standards for Grades of Fresh Plums and Prunes[1]

SOURCE: 31 FR 6240, Apr. 23, 1966, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1520 U.S. Fancy.

"U.S. Fancy" consists of plums or prunes of one variety which are well formed, clean, mature but not overripe or soft or shriveled; which are free from decay, sunscald, heat injury, sunburn, split pits and hail marks, and free from damage caused by broken skins, growth cracks, drought spots, gum spots, russeting, scars, other disease, insects or mechanical or other means.

(a) Italian type prunes shall be well colored and, unless otherwise specified, shall be not less than 1¼ inches in diameter. (See § 51.1525.)

[31 FR 6240, Apr. 23, 1966, as amended at 38 FR 13321, May 21, 1973. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.1521 U.S. No. 1.

"U.S. No. 1" consists of plums or prunes of one variety which are well formed, clean, mature but not overripe or soft or shriveled; which are free from decay and sunscald, and free from damage caused by broken skins, heat injury, growth cracks, sunburn, split pits, hail marks, drought spots, gum spots, russeting, scars, other disease, insects or mechanical or other means.

(a) Italian type prunes shall be fairly well colored and, unless otherwise specified, shall be not less than 1¼ inches in diameter. (See § 51.1525.)

[31 FR 6240, Apr. 23, 1966, as amended at 38 FR 13321, May 21, 1973. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.1522 U.S. Combination.

"U.S. Combination" consists of a combination of U.S. No. 1 and U.S. No. 2 plums or prunes: *Provided,* That at least 75 percent, by count, meet the requirements of U.S. No. 1 grade. (See § 51.1525.)

§ 51.1523 U.S. No. 2.

"U.S. No. 2" consists of plums, or prunes of one variety which are not badly misshapen, which are clean, mature but not overripe or soft or shriveled; which are free from decay and sunscald, and free from serious damage caused by broken skins, heat injury, growth cracks, sunburn, split pits, hail marks, drought spots, gum spots, russeting, scars, other disease, insects or mechanical or other means. (See § 51.1525.)

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

UNCLASSIFIED

§ 51.1524 Unclassified.

"Unclassified" consists of plums or prunes which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.1525 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by count, are provided as specified:

(a) *U.S. Fancy and U.S. No. 1*—(1) *For defects of plums or prunes other than Italian type prunes at shipping point.*[2] 8 percent for fruit which fails to meet the requirements of the specified grade: *Provided*, That included in this amount not more than 4 percent shall be allowed for defects causing serious damage, including in this latter amount not more than one-half of 1 percent for fruit which is affected by decay.

(2) *For defects of plums or prunes other than Italian type prunes en route or at destination.* 12 percent for fruit which fails to meet the requirements of the specified grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 8 percent for permanent defects;

(ii) 6 percent for defects causing serious damage, including therein not more than 4 percent for serious damage by permanent defects and not more than 2 percent for decay.

(3) *For defects of Italian type prunes at shipping point.*[2] Not more than a total of 12 percent of the fruit in any lot may fail to meet the requirements of the specified grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for the defects listed:

(i) 10 percent for prunes which fail to meet the color requirement;

(ii) 10 percent for prunes which fail to meet the minimum diameter requirement;

(iii) 8 percent for prunes which fail to meet the remaining requirements of the grade: *Provided*, That not more than one-half of this amount, or 4 percent, shall be allowed for defects causing serious damage, including in the latter amount not more than one-half of 1 percent for decay.

(4) *For defects of Italian type prunes en route or at destination.* Not more than a total of 18 percent of the fruit in any lot may fail to meet the requirements of the specified grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for the defects listed:

(i) 12 percent for permanent defects including therein not more than 10 percent which fail to meet the color requirement, 10 percent which fail to meet the minimum diameter requirement, and 8 percent which fail to meet the requirements of the grade because of other permanent defects;

(ii) 6 percent for defects causing serious damage, including therein not more than 4 percent for serious damage by permanent defects and not more than 2 percent for decay.

(b) *U.S. Combination and U.S. No. 2*—(1) *For defects at shipping point.*[2] 8 percent for fruit which fails to meet the requirements of the specified grade: *Provided*, That included in this amount not more than 4 percent shall be allowed for sunscald, decay or serious damage by insects or heat injury, including in this latter amount not more than one-half of 1 percent for decay.

(2) *For defects en route or at destination.* 12 percent for fruit which fails to meet the requirements of the specified

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[2] Shipping point, as used in these standards, means the point of origin of the shipment in the producing area or at port of loading for ship stores or overseas shipment, or, in the case of shipments from outside the continental United States, the port of entry into the United States.

grade: *Provided,* That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 8 percent for permanent defects including therein not more than 4 percent for sunscald, or serious damage by insects or heat injury; and,

(ii) 2 percent for decay.

(3) When applying the tolerance for the U.S. Combination grade individual packages may have not more than 10 percent less than the percentage of U.S. No. 1 required: *Provided,* That the entire lot averages within the required percentage. (See § 51.1526.)

APPLICATION OF TOLERANCES

§ 51.1526 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations:

(a) A package may contain not more than double any specified tolerance except that at least two defective and two off-size specimens may be permitted in any package: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade.

STANDARD PACK

§ 51.1527 Standard pack.

(a) *Packing.* (1) All packages shall be tightly packed or well filled, according to the approved and recognized methods.

(2) The plums or prunes in the top layer of any package shall be reasonably representative in quality and size of those in the remainder of the package.

(3) *Four-basket crates.* Four-basket crates shall not be packed more than three layers deep.

(i) The arrangement of the bottom layer shall be one row less one way, and may be one row less each way than the arrangement of the top layer; the arrangement of the middle layer may be the same as the top layer, or may be one row less one way than the arrangement of the top layer.

(ii) In the 3½—4x5 and 3½—4x4 packs the face of each half of the crate shall be packed as a unit, with no shim between the two baskets.

(b) *Marking.* (1) The size of plums or prunes shall be marked on each package, and shall be indicated in terms of minimum diameter, or number of fruit per package, or in accordance with the arrangement of the top layer of fruit in the package or subcontainer, or in terms of the four-basket crate designation for fruit of equivalent sizes. Size may also be shown in terms of maximum number of fruit for a specified weight, such as "8 per pound," "6.4 per pound" or "7⅔ per pound."

(i) *Four-basket crates.* The size of plums packed in four-basket crates shall be indicated in accordance with the arrangement in the top layer of the baskets, as follows: 6x6, 5x5, or 4x4 (square packs); 5x6, 4x5, or 3x4 (offset packs); 3½—4x5, 3—4x5, 3½—4x4, or 3—4x4 (diagonal packs).

(ii) *California peach boxes, lug boxes and small consumer packages.* In layer-packed California peach boxes or lug boxes, and in small consumer packages, the count of the entire contents shall be marked on the package. The number of plums or prunes in California peach boxes or lug boxes shall not vary more than 4 from the number indicated on the package.

(iii) *Face and fill packs in cartons and lug boxes.* In face and fill packs in cartons and lug boxes the number of rows in the face shall be marked on the package, as "6 row", "8 row", etc.

(c) *Sizing.* (1) Not more than 5 percent, by count, of the plums or prunes in any package may vary more than one-fourth inch in diameter.

(2) When size is indicated in terms of minimum diameter, not more than 5 percent, by count, of the fruit in any package may be smaller than the size marked.

(d) *Tolerance for standard pack.* In order to allow for variations incident to proper sizing and packing, not more than 10 percent, by count, of the packages in any lot may fail to meet the requirements for standard pack.

[34 FR 7499, May 9, 1969. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

DEFINITIONS

§ 51.1528 Well formed.

"Well formed" means that the fruit has the shape characteristic of the variety. Doubles shall not be considered well formed.

§ 51.1529 Clean.

"Clean" means that the fruit is practically free from dirt and other foreign material.

§ 51.1530 Mature.

"Mature" means that the fruit has reached the stage of maturity which will insure a proper completion of the ripening process.

§ 51.1531 Sunscald.

"Sunscald" means injury caused by the sun in which softening or collapse of the flesh is apparent.

§ 51.1532 Damage.

"Damage" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the fruit. The following specific defects shall be considered as damage:

(a) Broken skins which are unhealed except those caused by pulled stems where the skin is torn only slightly within the stem cavity. (Healed skin breaks shall be considered scars);

(b) Heat injury, sprayburn or sunburn:

(1) When the skin is blistered, cracked or decidedly flattened;

(2) When the normal color of the skin or flesh has materially changed;

(3) When there is more than one indentation; or,

(4) When an indentation exceeds three-sixteenths inch in diameter;

(c) Growth cracks:

(1) When not healed;

(2) When more than one in number;

(3) When more than one-eighth inch in depth;

(4) When more than three-eighths inch in length if within the stem cavity; or,

(5) When more than one-fourth inch in length if outside of the stem cavity;

(d) Split pit when causing any unhealed crack, or when healed and aggregating more than one-fourth inch in length, or when affecting the shape to the extent that the fruit is not well formed;

(e) Scab or bacterial spot when cracked, or when the aggregate area exceeds that of a circle one-fourth inch in diameter on a fruit 2 inches in diameter or 4x4 size, or smaller; or when the aggregate area exceeds that of a circle three-eighths inch in diameter on a fruit larger than 2 inches in diameter or 4x4 size;

(f) Drought spots or external gum spots which have an aggregate area exceeding that of a circle one-fourth inch in diameter;

(g) Scale or scale marks when the aggregate area exceeds that of a circle one-fourth inch in diameter;

(h) Scars, including those caused by hail, when the surface of the fruit is depressed more than one-sixteenth inch, or when exceeding any of the following aggregate areas, or a combination of two or more types of scars the seriousness of which exceeds the maximum allowed for any one type:

(1) Dark or rough scars when the area exceeds that of a circle one-fourth inch in diameter on a fruit 2 inches in diameter or 4x4 size, or smaller; or when the area exceeds that of a circle three-eighths inch in diameter on a fruit larger than 2 inches in diameter or 4x4 size;

(2) Fairly light colored, fairly smooth scars when, in the case of Italian type prunes, the area exceeds that of a circle one-half inch in diameter; or when, in the case of other types of plums, the area exceeds that of a circle one-half inch in diameter on a fruit 2 inches in diameter or 4x4 size, or smaller; or when the area exceeds that of a circle five-eighths inch in diameter on a fruit larger than 2 inches in diameter or 4x4 size.

(3) Light colored, smooth scars when, in the case of Italian type prunes, the area exceeds one-twelfth of the fruit surface; or when, in the case of other types of plums, the area exceeds that of a circle three-fourths inch in diameter on a fruit 2 inches in diameter or 4x4 size, or smaller; or when the area exceeds that of a circle

seven-eighths inch in diameter on a fruit larger than 2 inches in diameter or 4x4 size;

(4) Twig or limb scratches which are not well healed or which have an aggregate length of more than one-half inch; and

(i) Russeting which exceeds any of the following aggregate areas of any one type of russeting, or a combination of two or more types of russeting the seriousness of which exceeds the maximum allowed for any one type:

(1) Rough russeting when the area exceeds that of a circle one-fourth inch in diameter on a fruit 2 inches in diameter or 4x4 size, or smaller; or when the area exceeds that of a circle one-half inch in diameter on a fruit larger than 2 inches in diameter or 4x4 size;

(2) Slightly rough russeting when, in the case of Italian type prunes, the area exceeds one-twelfth of the fruit surface; or when, in the case of other types of plums, the area exceeds that of a circle five-eighths inch in diameter on a fruit 2 inches in diameter or 4x4 size, or smaller; or when the area exceeds that of a circle three-fourths inch in diameter on a fruit larger than 2 inches in diameter or 4x4 size;

(3) Fairly smooth or smooth russeting when, in the case of Italian type prunes, the area exceeds one-twelfth of the fruit surface; or when, in the case of other types of plums the area exceeds that of a circle three-fourths inch in diameter on a fruit 2 inches in diameter or 4x4 size, or smaller; or when the area exceeds that of a circle 1 inch in diameter on a fruit larger than 2 inches in diameter or 4x4 size.

§ 51.1533 Well colored.

"Well colored", as applied to Italian type prunes, means that 95 percent of the surface of the prune is purple color.

§ 51.1534 Fairly well colored.

"Fairly well colored", as applied to Italian type prunes, means that at least three-fourths of the surface of the prune is purple color.

§ 51.1535 Badly misshapen.

"Badly misshapen" means that the fruit is so malformed or rough that its appearance is seriously affected. Doubles shall be considered badly misshapen, except that doubles of Italian type prunes which have approximately equal halves shall not be considered badly misshapen.

§ 51.1536 Serious damage.

"Serious damage" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which seriously detracts from the appearance, or the edible or marketing quality of the fruit. The following specific defects shall be considered as serious damage:

(a) Broken skins which are unhealed when aggregating more than one-eighth inch in diameter, length or depth. (Healed skin breaks shall be considered scars);

(b) Heat injury, sprayburn or sunburn:

(1) When the skin is blistered, cracked or decidedly flattened;

(2) When causing any dark discoloration of the flesh;

(3) When there are more than two indentations;

(4) When the aggregate area of indentations exceeds that of a circle three-eighths inch in diameter; or,

(5) When causing noticeable brownish or darker discoloration over more than one-fourth of the fruit surface;

(c) Growth cracks:

(1) When not healed and more than one-eighth inch in length or depth;

(2) When healed and more than three-sixteenths inch in depth;

(3) When healed and aggregating more than five-eighths inch in length if within the stem cavity; or,

(4) When healed and aggregating more than one-half inch in length if outside of the stem cavity;

(d) Split pit when causing any unhealed crack, or when healed and aggregating more than three-eighths inch in length, or when affecting the shape to the extent that the fruit is badly misshapen;

(e) Scab or bacterial spot, when the aggregate area exceeds that of a circle one-half inch in diameter on a fruit 2 inches in diameter or 4x4 size, or smaller; or when the aggregate area exceeds that of a circle three-fourths inch in diameter on a fruit larger than 2 inches in diameter or 4x4 size;

(f) Drought spots or external gum spots which have an aggregate area exceeding that of a circle one-half inch in diameter;

(g) Scale or scale marks when the aggregate area exceeds that of a circle three-eighths inch in diameter;

(h) Russeting and scars, including those caused by hail, when the surface of the fruit is depressed more than three-sixteenths inch, or when exceeding any of the following aggregate areas, or a combination of two or more types of russeting or scars the seriousness of which exceeds the maximum allowed for any one type:

(1) Dark or rough scars or rough russeting when the area exceeds that of a circle three-fourths inch in diameter on a fruit 2 inches in diameter or 4x4 size, or smaller; or when the area exceeds that of a circle one inch in diameter on a fruit larger than 2 inches in diameter or 4x4 size;

(2) Russeting and scars which are not dark or rough when the area exceeds one-fourth of the fruit surface.

(i) Soft or overripe or shriveled plums or prunes;

(j) Plums or prunes affected by decay; and

(k) Plums or prunes affected by sunscald.

§ 51.1537 Diameter.

"Diameter" means the greatest dimension measured at right angles to a line from the stem to blossom end of the fruit.

[38 FR 13321, May 21, 1973. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

METRIC CONVERSION TABLE

§ 51.1538 Metric conversion table.

Inches	Millimeters (mm)
⅛ equals	3.2
¼ equals	6.4
⅜ equals	9.5
½ equals	12.7
⅝ equals	15.9
¾ equals	19.1
⅞ equals	22.2
1 equals	25.4
1¼ equals	31.8
1½ equals	38.1
1¾ equals	44.5
2 equals	50.8
3 equals	76.2
4 equals	101.6

Subpart—United States Standards for Grades of Potatoes[1]

SOURCE: 35 FR 18258, Dec. 1, 1970, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1540 U.S. Extra No. 1.

"U.S. Extra No. 1" consists of potatoes which meet the following requirements:

(a) Similar varietal characteristics;

(b) Firm;

(c) Clean;

(d) At least fairly well matured;

(e) Fairly well shaped, with 50 percent or more well shaped;

(f) Free from:

(1) Freezing;

(2) Blackheart;

(3) Late blight, southern bacterial wilt and ring rot; and,

(4) Soft rot and wet breakdown.

(g) Free from injury caused by:

(1) Sprouts; and,

(2) Internal defects.

(h) Free from damage by any other cause. See §§ 51.1564 and 51.1565.

(i) Size. The potatoes shall be not less than 2¼ inches in diameter or 5 ounces in weight and shall not vary more than 1¼ inches in diameter or more than 6 ounces in weight.

(j) For tolerances see § 51.1546.

[35 FR 18258, Dec. 1, 1970; 36 FR 10771, June 3, 1971. Redesignated at 42 FR 32514,

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food and Drug Cosmetic Act or with applicable State laws and regulations.

June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.1541 U.S. No. 1.

"U.S. No. 1" consists of potatoes which meet the following requirements:

(a) Similar varietal characteristics;

(b) Firm;

(c) Fairly clean;[2]

(d) Fairly well shaped;

(e) Free from:

(1) Freezing;

(2) Blackheart;

(3) Late blight, southern bacterial wilt and ring rot; and,

(4) Soft rot and wet breakdown.

(f) Free from damage by any other cause. See §§ 51.1564 and 51.1565.

(g) Size. Not less than 1⅞ inches in diameter, unless otherwise specified in connection with the grade.

(h) For tolerances see § 51.1546.

§ 51.1542 U.S. Commercial.

"U.S. Commercial" consists of potatoes which meet the requirements of U.S. No. 1 grade except for the following:

(a) Free from serious damage caused by:

(1) Dirt or other foreign matter;

(2) Russet scab; and,

(3) Rhizoctonia.

(b) Increased tolerances for defects specified in § 51.1546.

§ 51.1543 U.S. No. 2.

"U.S. No. 2" consists of potatoes which meet the following requirements:

(a) Similar varietal characteristics;

(b) Not seriously misshapen;

(c) Free from:

(1) Freezing;

(2) Blackheart;

(3) Late blight, southern bacterial wilt and ring rot; and,

(4) Soft rot and wet breakdown.

(d) Free from serious damage by any other cause. See §§ 51.1564 and 51.1565.

(e) Size. Not less than 1½ inches in diameter, unless otherwise specified in connection with the grade.

(f) For tolerances see § 51.1546.

UNCLASSIFIED

§ 51.1544 Unclassified.

"Unclassified" consists of potatoes which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

SIZE

§ 51.1545 Size.

(a) The minimum size, or minimum and maximum sizes may be specified in connection with the grade in terms of diameter or weight of the individual potato, or in accordance with one of the size designations in Table I or Table II: *Provided*, That sizes so specified shall not be in conflict with the basic size requirements for the grade.

(b) When size is specified in terms of the customary sizes of potatoes packed to count in standard 50-pound cartons, the weight ranges shown in Table II shall apply. These size designations may be applied to potatoes packed in any size container: *Provided*, That the weight ranges are within the limits specified.

TABLE I

Size designation	Minimum diameter [1] or weight		Maximum diameter [1] or weight	
	Inches	Ounces	Inches	Ounces
Size A [2]	1⅞	(3)	(3)	(3)
Size B	1½	(3)	2¼	(3)
Small	1¾	(3)	2½	6
Medium	2¼	5	3¼	10
Large	3	10	4¼	16

[1] Diameter means the greatest dimension at right angles to the longitudinal axis, without regard to the position of the stem end.

[2] In addition to the minimum size specified, a lot of potatoes designated as Size A shall contain at least 40 percent of potatoes which are 2½ inches in diameter or larger or 6 ounces in weight or larger.

[3] No requirement.

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[2] Potatoes in containers bearing official State Seed Certification Tags and Seals are not required to be fairly clean but shall be free from damage by dirt.

TABLE II

[Ounces]

Size designation	Minimum weight	Maximum weight
Under 50	15	
50	12	19
60	10	16
70	9	15
80	8	13
90	7	12
100	6	10
110	5	9
120	4	8
130	4	8
140	4	8
Over 140	4	8

[35 FR 18258, Dec. 1, 1970, as amended at 37 FR 2745, Feb. 5, 1972. Redesignated at 42 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

TOLERANCES

§ 51.1546 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by weight, are provided as specified:

(a) *For defects*—(1) *U.S. Extra No. 1.* A total of 5 percent for potatoes in any lot which fail to meet the requirements for the grade: *Provided,* That not more than two-fifths of this tolerance, or 2 percent, shall be allowed for potatoes which are affected by freezing, southern bacterial wilt, ring rot, late blight, soft rot or wet breakdown, including therein not more than one-half of 1 percent for potatoes which are frozen or affected by soft rot or wet breakdown. See § 51.1547.

(2) *U.S. No. 1.* A total of 8 percent for potatoes in any lot which fail to meet the requirements for the grade: *Provided,* That included in this tolerance not more than the following percentages shall be allowed for the defects listed:

(i) 5 percent for external defects;

(ii) 5 percent for internal defects; or,

(iii) 3 percent for potatoes which are affected by freezing, southern bacterial wilt, ring rot, late blight, soft rot or wet breakdown, including therein not more than 1 percent for potoatoes which are frozen or affected by soft rot or wet breakdown. See § 51.1547.

(3) *U.S. Commercial.* A total of 20 percent for potatoes in any lot which fail to meet the requirements for the grade: *Provided,* That included in this tolerance not more than the following percentages shall be allowed for the defects listed:

(i) 10 percent for potatoes which fail to meet the requirements for U.S. No. 2 grade, including therein not more than:

(ii) 6 percent for external defects;

(iii) 6 percent for internal defects; or,

(iv) 3 percent for potatoes which are affected by freezing, southern bacterial wilt, ring rot, late blight, soft rot or wet breakdown, including therein not more than 1 percent for potatoes which are frozen or affected by soft rot or wet breakdown. See § 51.1547.

(4) *U.S. No. 2.* A total of 10 percent for potatoes in any lot which fail to meet the requirements for the grade: *Provided,* That included in this tolerance not more than the following percentages shall be allowed for the defects listed:

(i) 6 percent for external defects;

(ii) 6 percent for internal defects; or,

(iii) 3 percent for potatoes which are affected by freezing, southern bacterial wilt, ring rot, late blight, soft rot or wet breakdown, including therein not more than 1 percent for potatoes which are frozen or affected by soft rot or wet breakdown. See § 51.1547.

(b) *For off-size.* (1) Not more than 3 percent of the potatoes in any lot may be smaller than the required or specified minimum size except that a tolerance of 5 percent shall be allowed for potatoes packed to meet a minimum size of 2¼ inches or larger in diameter or 5 ounces or more in weight. In addition, not more than 10 percent may be larger than any required or specified maximum size. See § 51.1547.

(2) When a percentage of the potatoes is specified to be of a certain size and larger, individual samples shall have not less than one-half of the percentage specified: *Provided,* That the average for the entire lot is not less than the percentage specified.

APPLICATION OF TOLERANCES

§ 51.1547 Application of tolerances.

Individual samples shall have not more than double the tolerances specified, except that at least one defective and one off-size potato may be permitted in any sample: *Provided,* That en route or at destination one-tenth of the samples may contain three times the tolerance permitted for potatoes which are frozen or affected by soft rot or wet breakdown: *And provided further,* That the averages for the entire lot are within the tolerances specified for the grade.

SAMPLES FOR GRADE AND SIZE DETERMINATION

§ 51.1548 Samples for grade and size determination.

Individual samples shall consist of at least 20 pounds. When individual packages contain at least 20 pounds, each individual sample is drawn from one package; when packages contain less than 20 pounds, a sufficient number of adjoining packages are opened to provide at least a 20-pound sample. The number of such individual samples drawn for grade and size determination will vary with the size of the lot.

SKINNING

§ 51.1549 Skinning.

(a) The following definitions provide a basis for describing lots of potatoes as to the degree of skinning whenever description may be appropriate:

(1) "Practically no skinning" means that not more than 5 percent of the potatoes in the lot have more than one-tenth of the skin missing or "feathered";

(2) "Slightly skinned" means that not more than 10 percent of the potatoes in the lot have more than one-fourth of the skin missing or "feathered";

(3) "Moderately skinned" means that not more than 10 percent of the potatoes in the lot have more than one-half of the skin missing or "feathered"; and

(4) "Badly skinned" means that more than 10 percent of the potatoes in the lot have more than one-half of the skin missing or "feathered".

DEFINITIONS

§ 51.1550 Similar varietal characteristics.

"Similar varietal characteristics" means that the potatoes in any lot have the same general shape, color and character of skin, and color of flesh.

§ 51.1551 Firm.

"Firm" means that the potato is not shriveled or flabby.

§ 51.1552 Clean.

"Clean" means that at least 90 percent of the potatoes in any lot are practically free from dirt or staining and practically no loose dirt or other foreign matter is present in the container.

§ 51.1553 Fairly clean.

"Fairly clean" means that at least 90 percent of the potatoes in any lot are reasonably free from dirt or staining and not more than a slight amount of loose dirt or foreign matter is present in the container.

§ 51.1554 Mature.

"Mature" means that the skins of the potatoes are generally firmly set and not more than 5 percent of the potatoes in the lot have more than one-tenth of the skin missing or "feathered."

§ 51.1555 Fairly well matured.

"Fairly well matured" means that the skins of the potatoes are generally fairly firmly set and not more than 10 percent of the potatoes in the lot have more than one-fourth of the skin missing or "feathered."

§ 51.1556 Well shaped.

"Well shaped" means that the potato has the normal shape for the variety.

§ 51.1557 Fairly well shaped.

"Fairly well shaped" means that the potato is not materially pointed, dumbbell-shaped or otherwise materially deformed.

§ 51.1558 Seriously misshapen.

"Seriously misshapen" means that the potato is seriously pointed, dumbbell-shaped or otherwise badly deformed.

§ 51.1559 Injury.

"Injury" means any defect, or any combination of defects, which more than slightly detracts from the edible or marketing quality, or the internal or external appearance of the potato, or any internal defect outside of or nor entirely confined within the vascular ring which cannot be removed without a loss of more than 3 percent of the total weight of the potato.

§ 51.1560 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the edible or marketing quality, or the internal or external appearance of the potato, or any external defect which cannot be removed without a loss of more than 5 percent of the total weight of the potato. See Tables III and IV.

§ 51.1561 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the edible or marketing quality, or the internal or external appearance of the potato, or any external defect which cannot be removed without a loss of more than 10 percent of the total weight of the potato. See Tables III and IV.

§ 51.1562 Freezing.

"Freezing" means that the potato is frozen or shows evidence of having been frozen.

§ 51.1563 Soft rot or wet breakdown.

"Soft rot or wet breakdown" means any soft, mushy, or leaky condition of the tissue such as slimy soft rot, leak, or wet breakdown following freezing injury.

§ 51.1564 External defects.

"External defects" are defects which can be detected externally. However, cutting may be required to determine the extent of the injury. Some external defects are listed in Table III.

TABLE III—EXTERNAL DEFECTS

Defect	Damage		Serious damage	
	When materially detracting from appearance of potato	When removal causes loss of more than 5 percent of total weight of potato	When seriously detracting from appearance of potato	When removal causes loss of more than 10 percent of total weight of potato
Air cracks	X		X	
Bruises	X	X	X	X
Dirt	X		X	
Enlarged lenticels	X		X	
External discoloration	X		X	
Flea Beetle injury	X	X	X	X
Greening	X	X	X	X
Rhizoctonia	X		X	
Scab, pitted	X	X	X	X
Scab, russet	X		X	
Scab, surface	When more than 5 percent of surface affected.		When more than 25 percent of surface affected.	
Sunburn		X		X
Second growth	X		X	
Growth cracks	X		X	

Defects	Damage	Serious damage [1]
Wireworm or grass damage	When any hole in a potato 2½ inches in diameter or 6 ounces in weight is more than ¾ inch long, or when the aggregate length of all holes is more than 1¼ inches, or correspondingly shorter or longer holes in smaller or larger potatoes.	When any hole in a potato 2½ inches in diameter or 6 ounces in weight is more than 1½ inches long, or when the aggregate length of all holes is more than 2 inches, or correspondingly shorter or longer holes in smaller or larger potatoes.
Insects or worms	(See serious damage)	When present inside the potato.
Artificial coloring	When unsightly or when concealing any defect causing damage or when penetrating the flesh and removal causes loss of more than 5 percent of total weight of potato.	When concealing a serious defect or when penetrating into the flesh and removal causes loss of more than 10 percent of total weight of potato.
Sprouts	When more than 10 percent of the potatoes in any lot have any sprout more than ¾ inch in length or have individual sprouts or clusters of sprouts which materially detract from the appearance of the potato.	

[1] The following defects are considered serious damage when present in any degree: 1. Freezing. 2. Late blight. 3. Ring rot. 4. Southern bacterial wilt. 5. Soft rot. 6. Wet breakdown.

§ 51.1565 Internal defects.

"Internal defects" are defects which cannot be detected without cutting the potato. Some internal defects are listed in Table IV.

TABLE IV—INTERNAL DEFECTS

Defect	Damage	Serious damage
Hollow Heart	When materially detracting from the internal appearance.	When seriously detracting from the internal appearance.
Ingrown sprouts	When removal causes a loss of more than 5 percent of the total weight of the potato.	When removal causes a loss of more than 10 percent of the total weight of the potato.
Internal discoloration occurring entirely within the vascular ring.	When more than the equivalent of 3 scattered light brown spots ⅛ inch in diameter in a potato 2½ inches in diameter or 6 ounces in weight, or correspondingly lesser or greater number of spots in smaller or larger potatoes.	When more than the equivalent of 6 scattered light brown spots ⅛ inch in diameter in a potato 2½ inches in diameter or 6 ounces in weight, or correspondingly lesser or greater number of spots in smaller or larger potatoes.
Internal discoloration outside of or not entirely confined within the vascular ring.	When removal causes a loss of more than 5 percent of the total weight of the potato.	When removal causes a loss of more than 10 percent of the total weight of the potato.

METRIC CONVERSION TABLE

§ 51.1566 Metric conversion table.

Inches	Millimeters (mm)
⅛ equals	3.2
¼ equals	6.4
½ equals	12.7
¾ equals	19.1
1 equals	25.4
1½ equals	38.1
2 equals	50.8
2½ equals	63.5
3 equals	76.2
3½ equals	88.9
4 equals	101.6
4½ equals	114.3

Ounces	Grams
1 equals	28.35
4 equals	113.40
5 equals	141.75
6 equals	170.10
7 equals	198.45
8 equals	226.80
9 equals	255.15
10 equals	283.50
12 equals	340.20
14 equals	396.90
16 equals	453.60
18 equals	510.30
19 equals	538.60
20 equals	567.00

Subpart—United States Consumer Standards for Potatoes

SOURCE: 18 FR 7132, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1575 U.S. Grade A Small; U.S. Grade A Medium; U.S. Grade A Medium to Large; U.S. Grade A Large.

Potatoes of each of these grades shall be of one variety or similar varietal characteristics which are fairly well shaped, fairly clean, free from freezing injury, blackheart, late blight, and soft rot or wet breakdown, and from damage caused by sunburn, second growth, growth cracks, air cracks, hollowheart, internal discoloration, cuts, shriveling, sprouting, scab, dry rot, rhizoctonia, other diseases, wireworm, other insects, or mechanical or other means. Potatoes of these grades shall also be mature: *Provided*, That potatoes which are not mature and the outer skin loosens or "feathers" readily under the usual handling practices need not meet this requirement if they are firm and are further designated as "Early" in connection with the grade, as for example "U.S. Grade A Medium-Early." Potatoes on the shown face shall be reasonably representative in size and quality of the contents of the containers. (See § 51.5177.)

(a) *Tolerances.* Incident to proper grading and handling, except for the tolerances for size, not more than a total of 5 percent, by weight, of the potatoes in any lot may fail to meet the requirements of the grade, including not more than 1 percent for potatoes affected by soft rot or wet breakdown. (See § 51.1579.)

§ 51.1576 U.S. Grade B Small; U.S. Grade B Medium; U.S. Grade B Medium to Large; U.S. Grade B Large.

Potatoes of each of these grades shall meet the requirements for U.S. Grade A Small; U.S. Grade A Medium; U.S. Grade A Medium to Large; and U.S. Grade A Large, except for the increased tolerance for defects specified below. (See § 51.1577.)

(a) *Tolerances.* Incident to proper grading and handling, except for the tolerance for size, not more than a total of 20 percent, by weight, of the potaotes in any lot may fail to meet the requirements of the grade, but not more than 5 percent shall be allowed for potatoes which are seriously damaged by any cause, including not more than 1 percent for potatoes affected by soft rot or wet breakdown. (See § 51.1579.)

SIZE

§ 51.1577 Size range requirements.

In addition to the quality requirements specified for the above grades, potatoes shall also meet the requirements for minimum and maximum diameter or weight, and the tolerances as specified for the various grades in the table appearing in this section. Potatoes specified as meeting one of the grades may be of any size within its size range requirements, except that it is not permissible to specify a lot as "U.S. Grade A Medium to Large," or "U.S. Grade B Medium to Large," unless more than 15 percent, by weight, of the potatoes are larger than the maxiumum size required for U.S. Grade A Medium, or U.S. Grade B Medium, respectively. For example, a lot of round or intermediate-shaped potatoes to be specified as "U.S. Grade A Medium to Large" must have more than 15 percent, by weight, of potatoes from 3 to 4 inches in diameter.

Grades	Size range requirements, round or intermediate shaped varieties		Size range requirements, long varieties		Tolerance for size	
	Minimum diameter (*Inches*)	Maximum diameter (*Inches*)	Minimum diam. or wt	Maximum weight (*Ounces*)	Undersize (*Percent*)	Oversize (*Percent*)
U.S. Grades A & B small	1½	2¼	1½ inches	4	3	15
U.S. Grades A & B medium	2¼	3	4 ounces	10	5	15
U.S. Grades A & B medium to large	2¼	4	4 ounces	16	5	15
U.S. Grades A & B large	3	4	10 ounces	16	5	15

OFF-GRADE

§ 51.1578 Off-Grade potatoes.

Potatoes which fail to meet the requirements of any of the foregoing grades shall be Off-Grade potatoes.

APPLICATION OF TOLERANCES

§ 51.1579 Application of tolerances to individual containers.

(a) Based on sample inspection, the contents of individual containers in the lot are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade:

(1) When a tolerance is 10 percent or more, not more than one-tenth of the individual containers in any lot may contain more than one and one-half times the tolerance specified, except that at least one defective and one off-sized specimen may be permitted in a container.

(2) When a tolerance is less than 10 percent, not more than one-tenth of the individual containers in any lot may contain more than double the tolerance specified, but no package may contain more than four times the tolerance for soft rot or wet breakdown, except that at least one defective and one off-sized specimen may be permitted in a container.

DEFINITIONS

§ 51.1580 Fairly well shaped.

"Fairly well shaped" means that the appearance of the individual potato or the general appearance of the potatoes in the container is not materially injured by pointed, dumbbell-shaped or otherwise ill-formed potatoes.

§ 51.1581 Fairly clean.

"Fairly clean" means that from the viewpoint of general appearance, the potatoes in the container are reasonably free from dirt or other foreign matter, and that individual potatoes are not materially caked with dirt or materially stained.

§ 51.1582 Soft rot or wet breakdown.

"Soft rot or wet breakdown" means any soft, mushy, or leaky condition of the tissue such as slimy soft rot, leak, or wet breakdown following freezing injury, scald, or other injury.

§ 51.1583 Damage.

"Damage" means any injury or defect which materially injures the edible or shipping quality, or the appearance of the individual potato or the general appearance of the potatoes in the container, or which cannot be removed without a loss of more than 5 percent of the total weight of the potato including peel covering defective area. Loss of outer skin (epidermis) shall not be considered as damage when the potatoes are designated as "Early" unless the skinned surface is materially affected by dark discoloration. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Second growth or growth cracks which have developed to such an extent as to materially injure the appearance of the individual potato or the general appearance of the potatoes in the container.

(b) Air cracks which are deep, or shallow air cracks which materially injure the appearance of the individual potato or the general appearance of the potatoes in the container.

(c) Shriveling, when the potato is more than moderately shriveled, spongy, or flabby.

(d) Sprouting, when the sprouts are not dried and are more than one-half inch long.

(e) Surface scab which covers an area of more than 5 percent of the surface of the potato in the aggregate.

(f) Pitted scab which affects the appearance of the potato to a greater extent than the amount of surface scab permitted or causes a loss of more than 5 percent of the total weight of the potato including peel covering defective area.

(g) Rhizoctonia, when the general appearance of the potatoes in the container is materially injured or when individual potatoes are badly infected.

(h) Wireworm, grass root or similar injury, when any hole on potatoes ranging in size from 6 to 8 ounces is longer than three-fourths inch, or when the aggregate length of all holes is more than one and one-fourth inches; smaller potatoes shall have lesser amounts and larger potatoes may have greater amounts, provided, that the removal of the injury by proper trimming does not cause the appearance of such potatoes to be injured to a greater extent than that caused by the proper trimming of such injury permitted on a 6 to 8 ounce potato.

§ 51.1584 Internal discoloration.

"Internal discoloration" means discoloration such as is caused by net necrosis or any other type of necrosis, stem-end browning, internal brown spot, or other similar types of discoloration not visible externally.

§ 51.1585 Mature.

"Mature" means that the outer skin (epidermis) does not loosen or "feather" readily during the ordinary methods of handling.

§ 51.1586 Serious damage.

"Serious damage" means any injury or defect which seriously injures the edible or shipping quality, or the appearance of the individual potato or the general appearance of the potatoes in the container, or which cannot be removed without a loss of more than 10 percent of the total weight of the potato including peel covering defective area. Any one of the following defects or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect shall be considered as serious damage:

(a) Fairly smooth cuts such as are made by the digger, or by a knife to remove injury when both ends are clipped, or when more than an estimated one-fourth of the potato is cut away, or, in the case of long varieties, when the remaining portion of the clipped potato weighs less than 6 ounces; irregular types of cuts which seriously affect the appearance of the individual potato, or which cannot be removed without a loss of more than 10 percent of the total weight of the potato including peel covering defective area.

(b) Shriveling, when the potato is excessively shriveled, spongy, or flabby.

(c) Surface scab which covers an area of more than 50 percent of the surface of the potato in the aggregate.

(d) Pitted scab which affects the appearance of the potato to a greater extent than the amount of surface scab permitted or causes a loss of more than 10 percent of the total weight of the potato including peel covering defective area.

(e) Wireworm, grass root or similar injury, when any hole on potatoes ranging in size from 6 to 8 ounces is longer than one and one-fourth inches, or when the aggregate length of all holes is more than two inches; smaller potatoes shall have lesser amounts and larger potatoes may have greater amounts: *Provided*, That the removal of the injury by proper trimming, does not cause the appearance of such potatoes to be injured to a greater extent than that caused by the proper trimming of such injury permitted on a 6 to 8 ounce potato.

§ 51.1587 Diameter.

"Diameter" means the greatest dimension at right angles to the longitudinal axis. The long axis shall be used without regard to the position of the stem (rhizome).

Subpart—United States Standards for Grades of Sweetpotatoes

SOURCE: 28 FR 5254, May 28, 1963, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1600 U.S. Extra No. 1.

"U.S. Extra No. 1" consists of sweetpotatoes of similar varietal characteristics which are firm, smooth, fairly clean, fairly well shaped, which are free from freezing, injury, internal breakdown, Black Rot, other decay or wet breakdown, and free from damage caused by secondary rootlets, sprouts, cuts, bruises, scars, growth cracks, scurf, Pox (Soil Rot), or other diseases, wireworms, weevils, or other insects, or other means. (See § 51.1605.)

(a) *Size.* (1) Length shall be not less than 3 inches or more than 9 inches.

(2) Maximum weight shall be not more than 18 ounces.

(3) Maximum diameter shall be not more than 3¼ inches.

(4) Minimum diameter, unless otherwise specified, shall be not less than 1¾ inches. (See § 51.1605.)

§ 51.1601 U.S. No. 1.

"U.S. No. 1" consists of sweetpotatoes of one type which are firm, fairly smooth, fairly clean, fairly well shaped, which are free from freezing injury, internal breakdown, Black Rot, other decay or wet breakdown, and free from damage caused by secondary rootlets, sprouts, cuts, bruises, scars, growth cracks, scurf, Pox (Soil Rot), or other diseases, wireworms, weevils or other insects, or other means. (See § 51.1605.)

(a) *Size.* (1) Maximum diameter shall be not more than 3½ inches.

(2) Maximum weight shall not be more than 20 ounces.

(3) Length, unless otherwise specified, shall be not less than 3 inches or more than 9 inches.

(4) Minimum diameter, unless otherwise specified, shall be not less than 1¾ inches. (See § 51.1605.)

§ 51.1602 U.S. Commercial.

"U.S. Commercial" consists of sweetpotatoes which meet all the requirements of the U.S. No. 1 grade except that an increased tolerance for defects is allowed. (See § 51.1605.)

§ 51.1603 U.S. No. 2.

"U.S. No. 2" consists of sweetpotatoes of one type which are firm and which are free from freezing, injury, internal breakdown, Black Rot, other decay or wet breakdown, and free from serious damage, caused by dirt or other foreign materials, cuts, bruises, scars, growth cracks, Pox (Soil Rot), or other diseases, wireworms, weevils or other insects, or other means. (See § 51.1605.)

(a) *Size.* Unless otherwise specified the minimum diameter shall be not less than 1½ inches and the maximum weight not more than 36 ounces. (See § 51.1605.)

UNCLASSIFIED

§ 51.1604 Unclassified.

"Unclassified" consists of sweetpotatoes which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.1605 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades the following tolerances, by weight, are provided as specified:

(a) *Defects*—(1) *U.S. Extra No. 1 and U.S. No. 1 grades.* 10 percent of the sweetpotatoes in any lot may fail to meet the requirements of these grades, but not more than one-half of this amount, or 5 percent, shall be allowed for sweetpotatoes which are seriously damaged, including therein not more than 2 percent for sweetpotatoes affected by soft rot or wet breakdown (see § 51.1606);

(2) *U.S. Commercial.* 25 percent of the sweetpotatoes in any lot may fail

to meet the requirements of this grade, but not more than one-fifth of this amount, or 5 percent, shall be allowed for sweetpotatoes which are seriously damaged, including therein not more than 2 percent for sweetpotatoes affected by soft rot or wet breakdown (see § 51.1606); and,

(3) *U.S. No. 2.* 10 percent of the sweetpotatoes in any lot may fail to meet the requirements of this grade, including therein not more than 2 percent for sweetpotatoes affected by soft rot or wet breakdown. (See § 51.1606.)

(b) *Off-size.* 10 percent of the sweetpotatoes in any lot may fail to meet any specified size, but not more than one-half of this amount, or 5 percent, shall be allowed for sweetpotatoes which are below the minimum diameter and minimum length specified. (See § 51.1606.)

APPLICATION OF TOLERANCES

§ 51.1606 Application of tolerances.

The contents of individual packages in the lot are subject to the following limitations: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade.

(a) Packages which contain more than 10 pounds shall have not more than one and one-half times a specified tolerance of 10 percent or more, or not more than double a specified tolerance of less than 10 percent, except that at least one defective and one off-size specimen may be permitted in any package; and,

(b) Packages which contain 10 pounds or less shall have not more than four times the tolerance specified or not more than two defective or off-size specimens in any package, whichever is the larger percentage.

DEFINITIONS

§ 51.1607 Similar varietal characteristics.

"Similar varietal characteristics" means that the sweetpotatoes have the same character of flesh and practically the same skin color. For example, dry type shall not be mixed with semi-moist or moist type.

§ 51.1608 Firm.

"Firm" means not more than slightly flabby or shriveled.

§ 51.1609 Smooth.

"Smooth" means that the sweetpotato is free from veining or other defects causing roughness which more than slightly detract from the appearance of the individual sweet potato or the general appearance of the lot.

§ 51.1610 Fairly clean.

"Fairly clean" means that the individual sweet potato is not caked with dirt and that dirt or other foreign matter does not materially detract from the general appearance of the lot.

§ 51.1611 Fairly well shaped.

"Fairly well shaped" means that the sweetpotatoes are not so curved, crooked, constricted or otherwise misshapen as to materially detract from the appearance of the individual sweetpotato or the general appearance of the lot.

§ 51.1612 Damage.

"Damage" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or shipping quality of the individual sweetpotato or the lot as a whole; or which cannot be removed without a loss of more than 5 percent of the total weight of the sweetpotato including peel covering the defective area. The following specific defects shall be considered as damage:

(a) Sprouts when more than 10 percent of the sweetpotatoes in the lot have sprouts over three-fourths inch in length;

(b) Growth cracks when unhealed or which detract materially from the appearance of the individual sweetpotato or general appearance of the lot;

(c) Scurf when more than 15 percent of the surface in the aggregate is affected by solid light brown discoloration. Speckled types of scurf, or lighter or darker shades of discoloration may be permitted over a greater or lesser area provided no discoloration detracts from the appearance more than the amount of solid light brown discoloration permitted;

(d) Pox (Soil Rot) when materially detracting from the appearance of the individual sweetpotato; and,

(e) Wireworm, grass root or similar injury when any hole in a sweetpotato ranging in size from 6 to 8 ounces, is more than three-fourths inch long, or when the aggregate length of all holes is more than 1¼ inches, or correspondingly shorter or longer holes in smaller or larger sweetpotatoes.

§ 51.1613 Length.

"Length" means the dimension of the sweetpotato, measured in a straight line between points at or near each end of the sweetpotato where it is at least three-eighths inch in diameter.

§ 51.1614 Diameter.

"Diameter" means the greatest dimension of the sweetpotato, measured at right angles to the longitudinal axis.

§ 51.1615 One type.

"One type" means that the sweetpotatoes have the same character of flesh, and do not show an extreme range in skin color. For example, dry type shall not be mixed with semimoist, or moist type, and deep red or purple skin color shall not be mixed with yellow or reddish copper skin color.

§ 51.1616 Fairly smooth.

"Fairly smooth" means that the sweetpotato is free from veining or other defects causing roughness which materially detract from the appearance of the individual sweetpotato or the general appearance of the lot.

§ 51.1617 Serious damage.

"Serious damage" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance or edible or shipping quality of the individual sweetpotato or the lot as a whole; or which cannot be removed without a loss of more than 10 percent of the total weight of the sweetpotato including peel covering the defective area. The following specific defects shall be considered as serious damage:

(a) Dirt or other foreign matter when the individual sweetpotato is badly caked with dirt, or when seriously detracting from the appearance of the lot;

(b) Growth cracks when unhealed or when seriously detracting from the appearance of the individual sweetpotato or general appearance of the lot;

(c) Pox (Soil Rot) when seriously detracting from the appearance of the individual sweetpotato; and,

(d) Wireworm, grass root or similar injury when any hole in a sweetpotato ranging in size from 6 to 8 ounces, is more than 1¼ inches long, or when the aggregate length of all holes is more than 2 inches, or correspondingly shorter or longer holes in smaller or larger sweetpotatoes.

Subpart—United States Standards for Shallots (Bunched)

SOURCE: 18 FR 7134, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1630 U.S. No. 1.

U.S. No. 1 shall consist of shallots of similar varietal characteristics, which are fairly well formed, firm, young and tender, well trimmed, fairly clean, free from decay, and from damage caused by seedstems, foreign material, disease, insects, mechanical or other means. The tops shall be fresh, of good green color, and free from damage caused by broken or bruised leaves.

(a) Unless otherwise specified, the overall length (roots excepted) of the shallots shall not exceed 22 inches and the shallots shall be not less than one-fourth of an inch or more than three-fourths of an inch in diameter.

(b) *Tolerance for defects.* In order to allow for variations, other than size, incident to proper grading and handling, not more than a total of 10 percent, by count, of the shallots in any lot may fail to meet the requirements of this grade, but not more than 5 percent shall be allowed for defects causing serious damage, including not more than 2 percent for shallots affected by decay.

(c) *Tolerance for size.* Not more than a total of 10 percent, by count, of the shallots in any lot may fail to meet the requirements as to the specified length, minimum diameter, or maximum diameter, but not more than 5 percent shall be allowed for any one of the requirements for size.

§ 51.1631 U.S. No. 2.

U.S. No. 2 shall consist of shallots which are not badly misshapen, and which are fairly firm, fairly young and tender, fairly well trimmed, fairly clean, free from decay and from serious damage caused by seedstems, foreign material, disease, insects, mechanical or other means. The tops shall be fresh, of fairly good green color, and free from serious damage caused by broken or bruised leaves.

(a) Unless otherwise specified, the minimum size of the shallots shall be not less than one-fourth of an inch in diameter.

(b) *Tolerance for defects.* In order to allow for variations, other than size, incident to proper grading and handling, not more than a total of 10 percent, by count, of the shallots in any lot may fail to meet the requirements of this grade, including not more than 2 percent for shallots affected by decay.

(c) *Tolerance for size.* Not more than a total of 10 percent, by count, of the shallots in any lot may fail to meet the requirements of the specified minimum or maximum diameter, but not more than 5 percent shall be allowed for either of the requirements for size.

UNCLASSIFIED

§ 51.1632 Unclassified.

Unclassified shall consist of shallots which are not graded in conformity with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

SIZE; BUNCHES

§ 51.1633 Size.

The following terms and definitions are provided for describing the diameters of any lot:

"Small" means less than 3/8 inch.
"Medium" means 3/8 to 3/4 inch, inclusive.
"Large" means over 3/4 inch.

§ 51.1634 Standard bunches.

(a) Bunches shall be fairly uniform in size and the shallots in the individual bunches shall also be of fairly uniform size. The weight of the bunches shall be not less than 4 pounds per dozen bunches. The weight of the bunched shallots shall be determined after they have been wet and shaken or drained to remove excess water.

(b) In order to allow for variations incident to proper bunching, not more than 10 percent, by count, of the bunches in any lot may fail to meet the requirements for standard bunches.

APPLICATION OF TOLERANCES

§ 51.1635 Application of tolerances.

(a) The contents of individual containers in the lot, based on sample inspection, are subject to the following limitations; provided the averages for the entire lot are within the tolerances specified:

(1) When a tolerance is 10 percent or more, individual containers in any lot shall have not more than one and one-half times the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any container.

(2) When a tolerance is less than 10 percent, individual containers in any lot shall have not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any container.

DEFINITIONS

§ 51.1636 Similar varietal characteristics.

"Similar varietal characteristics" means that the shallots shall be generally of one type, as stiff-leaved or broad-leaved type.

§ 51.1637 Fairly well formed.

"Fairly well formed" means that the shallot is not more than slightly curved, crooked, or otherwise slightly misshapen and does not show more than slight bulb formation.

§ 51.1638 Firm.

"Firm" means that the edible portion of the shallot is not soft.

§ 51.1639 Well trimmed.

"Well trimmed" means that the shallots are separated so that not more than two are attached together; that the individual bulbs are not broken above the point of root attachment and are practically free from dead, discolored or slick outer skins. Fresh, clean, loose skins which do not materially affect the appearance of the individual shallot or the bunch are permitted. The tops of shallots are sometimes clipped (pinched) back to remove discolored or otherwise injured leaves. An individual plant shall be considered as well trimmed when only the tips of the leaves have been clipped back. However, a plant or a lot shall not be considered as well trimmed when more than half of the leaves have been clipped back to the extent that the appearance of the plant, or the lot as a whole is materially injured.

§ 51.1640 Fairly clean.

"Fairly clean" means that the appearance of the shallot is not materially injured by dirt.

§ 51.1641 Damage.

"Damage" means any injury or defect which materially affects the appearance or edible or shipping quality.

(a) *Seedstems.* A shallot with a seedstem shall be considered as damaged if the seedstem has been broken at a point other than at the top, or is coarse, fibrous, hollow or soft, or has separated naturally from the sheath or skin. Shallots often show flower buds while the seedstem is still tender. Such shallots are not objectionable if the flower buds have been removed, or if present, are not noticeably protruding; however, a shallot with a seedstem which, after the flower bud has been removed, exceeds the length of the longest leaves of the plant, shall be considered as damaged.

§ 51.1642 Fresh.

"Fresh" means that the tops are not withered or badly wilted.

§ 51.1643 Good green color.

"Good green color" means that the tops have a normal green color characteristic of healthy plants. A slight discoloration of the extreme tips is not objectionable.

§ 51.1644 Diameter.

"Diameter" means the greatest dimension of the shallot taken at right angles to the longitudinal axis. If the shallots are attached together only at the base (not enclosed in a single parchment-like sheath or skin) they shall be considered as separate shallots when determining size.

§ 51.1645 Not badly misshapen.

"Not badly misshapen" means that the shallot is not badly curved or crooked and does not show excessive bulb formation.

§ 51.1646 Fairly firm.

"Fairly firm" means that the edible portion of the shallot is not more than slightly soft.

§ 51.1647 Fairly young and tender.

"Fairly young and tender" means that the shallot is not tough, stringy, or advanced to the stage where the neck is flabby.

§ 51.1648 Fairly well trimmed.

"Fairly well trimmed" means that the shallots are separated so that not more than three are attached together; that the individual bulbs are not broken above the point of root attachment and are reasonably free from dead, discolored, or slick outer skins. Fresh, fairly clean, loose skins which do not seriously affect the appearance of the individual shallot or the bunch are permitted. An individual plant with all the tops clipped (pinched) back shall be considered as "fairly well trimmed" provided that not more than half of the leaves have been clipped (pinched) back to less than 8 inches in length.

§ 51.1649 Serious damage.

"Serious damage" means any injury or defect which seriously affects the appearance, or the edible or shipping quality.

(a) Seedstems which are excessively coarse or fibrous shall be considered as serious damage.

(b) Badly broken or badly bruised tops shall be considered as serious damage.

§ 51.1650 Fairly good green color.

"Fairly good green color" means that the tops are pale or yellowish green or otherwise slightly discolored.

Subpart—United States Standards for Sweetpotatoes for Canning or Freezing

SOURCE: 24 FR 5103, June 23, 1959, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADE

§ 51.1660 U.S. No. 1.

"U.S. No. 1" consists of sweetpotatoes of similar type which are reasonably firm, fairly well shaped, fairly well colored and which are free from soft rot, black rot, freezing injury, scald, cork or other internal discoloration, cull material and which are free from damage caused by dry rot other than black rot, other diseases, bruises, cuts, growth cracks, pithiness, stringiness, sunburn, insects, mechanical or other means.

(a) Unless otherwise specified, the diameter of each sweetpotato or usable piece shall be not less than 1 inch nor more than 2¼ inches, and the length shall be not less than 2 inches nor more than 7 inches.

(b) *Tolerances for off-size.* 15 percent, by weight, for sweetpotatoes in any lot which fail to meet the length and diameter requirements, including therein not more than the following amounts:

(1) 3 percent for sweetpotatoes which are smaller than the specified minimum diameter;

(2) 10 percent for sweetpotatoes which are larger than the specified maximum diameter;

(3) 5 percent for sweetpotatoes which are shorter than the specified minimum length; and,

(4) 10 percent for sweetpotatoes which are longer than the specified maximum length.

CULLS

§ 51.1661 Culls.

"Culls" consist of sweetpotatoes which fail to meet the requirements of the foregoing grade other than for size.

APPLICATION OF STANDARDS

§ 51.1662 Application of standards.

In the application of this grade to determine the percentage of the lot which meets the requirements of the U.S. No. 1 grade, tolerances shall not apply, except for size. (See § 51.1660(b).)

(a) *Tolerances.* When a lot of sweetpotatoes is required to meet the U.S. No. 1 grade, the following tolerances, by weight, shall apply:

(1) *For defects.* 10 percent for sweetpotatoes which fail to meet the requirements of the grade other than for off-size and cull material: *Provided,* That not more than one-fifth of this amount, or 2 percent, shall be allowed for sweetpotatoes affected by soft rot or black rot; and,

(2) *For cull material.* 5 percent.

DEFINITIONS

§ 51.1663 Similar type.

"Similar type" means that each sweetpotato has the same character of flesh and the same general color of flesh as other sweetpotatoes in the lot. For example, dry type and moist type shall not be mixed, and white-fleshed and yellow or orange-fleshed varieties shall not be mixed.

§ 51.1664 Reasonably firm.

"Reasonably firm" means that the sweetpotato is not soft, flabby or more than slightly shriveled.

§ 51.1665 Fairly well shaped.

"Fairly well shaped" means that the sweetpotato is not so curved, crooked, grooved, constricted, flattened or otherwise misshapen that one or more usable pieces cannot be obtained from the potato.

§ 51.1666 Fairly well colored.

"Fairly well colored" means that sweetpotatoes of the white-fleshed varieties shall be no lighter in color than a light straw color, and that yellow or orange-fleshed varieties shall be no lighter in color than a light salmon-orange color.

§ 51.1667 Damage.

"Damage" means any defect which materially affects the canning quality, and which cannot be removed in the ordinary process of trimming without a loss of more than 5 percent of the total weight of the sweetpotato, excluding peel covering the defective area.

§ 51.1668 Usable piece.

"Usable piece" means a portion of the sweetpotato which meets the requirement of the specified minimum length, and which when processed will have essentially the appearance of a whole sweetpotato.

§ 51.1669 Cull material.

"Cull material" means pieces other than usable pieces of sweetpotatoes, vines, root crowns, sprouts, secondary rootlets, loose dirt, adhering caked dirt or other foreign matter.

§ 51.1670 Diameter.

"Diameter" means the greatest dimension of the sweetpotato, or usable piece, measured at right angles to the longitudinal axis.

§ 51.1671 Length.

"Length" means the dimension of the sweetpotato, or usable piece, measured in a straight line between points at or near each end of the sweetpotato where it is at least five-eighths inch in diameter.

Subpart—United States Standards for Sweetpotatoes for Dicing or Pulping

SOURCE: 18 FR 7136, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1685 U.S. No. 1.

U.S. No. 1 consists of sweetpotatoes of similar type which are firm, not badly misshapen, free from soft rot, black rot, cull material, freezing injury, scald, cork or other internal discoloration, and free from damage, caused by dry rot other than black rot, other diseases, bruises, cuts, growth cracks, pithiness, wireworm, weevil, other insects, stringiness, sunburn, mechanical or other means. (See §§ 51.1688 and 51.1689.)

§ 51.1686 U.S. No. 2.

U.S. No. 2 consists of sweetpotatoes of similar type which are firm, free from soft rot, black rot, cull material, freezing injury, and free from serious damage caused by dry rot other than black rot, other diseases, bruises, cuts, cork or other internal discoloration, growth cracks, pithiness, scald, wireworm, weevil, other insects, stringiness, sunburn, mechanical or other means. (See §§ 51.1688 and 51.1689.)

CULLS

§ 51.1687 Culls.

Culls consist of sweetpotatoes which fail to meet the requirements of either U.S. No. 1 or U.S. No. 2 grades.

SIZE

§ 51.1688 Size.

The minimum or the minimum and maximum sizes for the foregoing grades may be specified by agreement between buyer and seller. Size shall be stated in terms of diameter.

TOLERANCES

§ 51.1689 Tolerances.

In the application of these standards, it is assumed that in most instances sellers will not sort their sweetpotatoes into separate lots of U.S. No. 1 and U.S. No. 2 grades before delivery to the buyer. In such cases there is no need for tolerances. If the contract between buyer and seller calls for the delivery of lots containing only one grade, such as U.S. No. 1 or U.S. No. 2, or a combination of U.S. No. 1 and U.S. No. 2 grades, then unless otherwise specified, a tolerance of 10 percent, by weight, shall be allowed for sweetpotatoes which fail to meet the requirements of the grade, other than for size and cull material: *Provided,* That, not more than one-fifth of this amount or 2 percent, shall be allowed for sweetpotatoes affected by soft rot or black rot. In addition, not more than 2 percent, by weight, shall be allowed for cull material. An additional tolerance of 15 percent, by weight, shall be allowed for sweetpotatoes which fail to meet the specified size requirements: *Provided,* That, not more than one-third of this amount, or 5 percent, shall be allowed for sweetpotatoes below the specified minimum diameter.

DEFINITIONS

§ 51.1690 Similar type.

"Similar type" means that the sweetpotatoes have the same type of flesh and that the flesh of the sweetpotatoes does not show material variation in color. For example, dry type shall not be mixed with moist type and white-fleshed varieties shall not be mixed with yellow-or orange-fleshed varieties.

§ 51.1691 Firm.

"Firm" means that the sweetpotato is not soft, flabby, or excessively shriveled.

§ 51.1692 Badly misshapen.

"Badly misshapen" means that the sweetpotato is so curved, crooked, grooved, constricted, flattened, or otherwise misshapen that, in the ordinary process of trimming, a waste of over 10 percent, by weight, is incurred in excess of that which would occur if the sweetpotato were perfect.

§ 51.1693 Cull material.

"Cull material" means pieces of sweetpotatoes, vines, root crowns, sprouts, secondary rootlets, loose dirt, adhering caked dirt or other foreign matter. Sweetpotatoes with attached vines, root crowns, sprouts, secondary rootlets, and adhering caked dirt shall not be scored against U.S. No. 1 or U.S. No. 2 grades, but such vines, root crowns, sprouts, secondary rootlets, and adhering caked dirt shall be removed from the sweetpotato and scored as cull material.

§ 51.1694 Damage.

"Damage" means any injury or defect which materially affects the edible or processing quality, or which cannot be removed in the ordinary process of trimming without a loss of more than 10 percent of the total weight of the sweetpotato, including peel covering the defective area.

§ 51.1695 Serious damage.

"Serious damage" means any injury or defect which seriously affects the edible or processing quality, or which cannot be removed in the ordinary process of trimming without a loss of more than 25 percent of the total weight of the sweetpotato, including peel covering the defective area.

§ 51.1696 Diameter.

"Diameter" means the greatest dimension of the sweetpotato measured at right angles to the longitudinal axis.

Subpart—United States Standards for Raspberries for Processing

SOURCE: 18 FR 7137, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1710 U.S. No. 1.

U.S. No. 1 consists of raspberries of similar varietal characteristics which are well colored and which are free from cores, mold or decay, and from dried and distinctly immature berries and from damage caused by overmaturity, crushing, shriveling, dirt, or other foreign matter, hail, sunscald, wind-whips, and other scars, moisture, birds, disease, insects, discoloration, mechanical or other means.

(a) In order to allow for variations incident to proper handling, not more than a total of 5 percent, by weight, of the raspberries in any lot may fail to meet the requirements of this grade: *Provided*, That, not more than one-fifth of this amount, or 1 percent, shall be allowed for raspberries affected by mold or decay, or which are seriously damaged by insects.

§ 51.1711 U.S. No. 2.

U.S. No. 2 consists of raspberries which meet the requirements for U.S. No. 1 grade except for the increased tolerances for defects specified as follows:

(a) In order to allow for variations incident to proper handling, not more than a total of 10 percent, by weight, of the raspberries in any lot may fail to meet the requirements of this grade: *Provided*, That, not more than one-fifth of this amount, or 2 percent, shall be allowed for raspberries affected by mold or decay, or which are seriously damaged by insects.

UNCLASSIFIED

§ 51.1712 Unclassified.

Unclassified consists of raspberries which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

DEFINITIONS

§ 51.1713 Similar varietal characteristics.

"Similar varietal characteristics" means that the raspberries are of the same general color. For example, black raspberries shall not be mixed with red or purple raspberries and red raspberries shall not be mixed with black or purple raspberries.

§ 51.1714 Well colored.

"Well colored" means that the whole surface of the berry has a bright, practically uniform, typical color characteristic of a mature berry for the variety.

§ 51.1715 Mold.

"Mold" means any surface mold that is plainly visible to the naked eye.

§ 51.1716 Dried.

"Dried" means appreciably lacking in juice. Dried berries are excessively seedy and often shriveled.

§ 51.1717 Distinctly immature.

"Distinctly immature" means that the berries are red, whitish, or green in the case of types or varieties which are characteristically purple or black, when well ripened; and that the berries are pinkish, whitish or green in the case of types or varieties which are characteristically red, when well ripened.

§ 51.1718 Damage.

"Damage" means any injury or defect which materially affects the appearance or the processing quality of the raspberries. The following shall be considered as damage:

(a) Overmaturity, when the berry is leaking; when collapse or softness of the entire berry occurs; when a noticeable number of the drupelets of the berry have lost the bright luster characteristic of well colored berries; or when the epidermal hairs between the drupelets have become discolored.

(b) Crushing, when more than one-fourth of the drupelets of the berry have been crushed.

(c) Shriveling, when the berry is materially shriveled as evidenced by drying or undevelopment of more than one-fourth of the drupelets of the berry.

(d) Dirt, when it cannot be removed from the berry in the ordinary washing process.

§ 51.1719 Seriously damaged by insects.

"Seriously damaged by insects" means the presence of one or more insects on the raspberry.

Subpart—United States Standards for Spinach Leaves (Fresh)

SOURCE: 18 FR 7137, Nov. 1, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1730 U.S. Extra No. 1.

"U.S. Extra No. 1" shall consist of spinach leaves of similar varietal characteristics which are fairly clean, well trimmed, free from coarse stalks, seedstems, seedbuds, crowns and roots, sandburs or other kinds of burs, decay, and from damage caused by clusters of leaves, wilting, discoloration, freezing, foreign material, disease, insects, mechanical or other means.

(a) In order to allow for variations incident to proper grading and handling, not more than 5 percent, by count, of any lot may fail to meet the requirements of this grade, including not more than 1 percent for spinach leaves which are affected by decay.

§ 51.1731 U.S. No. 1.

"U.S. No. 1" shall consist of spinach leaves of similar varietal characteristics which are well trimmed, free from coarse stalks, seedstems, seedbuds, crowns and roots, sandburs, or other kinds of burs, decay, and from damage caused by clusters of leaves, wilting, discoloration, freezing, dirt, or other foreign material, disease, insects, mechanical or other means.

(a) In order to allow for variations incident to proper grading and handling, not more than 10 percent, by count, of any lot may fail to meet the requirements of this grade, including not more than 1 percent for spinach leaves which are affected by decay.

§ 51.1732 U.S. Commercial.

"U.S. Commercial" shall consist of spinach leaves of similar varietal characteristics which are well trimmed, free from coarse stalks, seedstems, seedbuds, crowns and roots, sandburs, or other kinds of burs, decay, and from damage caused by clusters of leaves, wilting, discoloration, freezing, dirt or other foreign material, disease, insects, mechanical or other means.

(a) In order to allow for variations incident to proper grading and handling, not more than 20 percent, by count, of any lot may fail to meet the requirements of this grade, including not more than 1 percent for spinach leaves which are affected by decay.

APPLICATION OF TOLERANCES

§ 51.1733 Application of tolerances.

The contents of individual containers in the lot, based on sample inspection, are subject to the following limitations, provided the averages for the entire lot are within the tolerances specified:

(a) When a tolerance is 10 percent, or more, individual containers in any lot shall have not more than one and one-half times the tolerance specified.

(b) When a tolerance is less than 10 percent, individual containers in any lot shall have not more than double the tolerance specified.

DEFINITIONS

§ 51.1734 Similar varietal characteristics.

"Similar varietal characteristics" means that the spinach shall be generally of one type, as crinkly leaf type, or flat leaf type. No mixture of varieties shall be permitted which materially affects the appearance of the lot.

§ 51.1735 Well trimmed.

"Well trimmed" means that the leafstems or petioles are not excessively long in relation to the size of the leafblades.

§ 51.1736 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual leaves or of the lot as a whole.

Subpart—United States Consumer Standards for Fresh Spinach Leaves

SOURCE: 18 FR 7137, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1750 U.S. Grade A.

U.S. Grade A shall consist of spinach leaves of similar varietal characteristics which are fresh, clean, well trimmed, and of reasonably good green color, and which are free from coarse stalks, seedstems, seedbuds, crowns and roots, sandburs or other kinds of burs, soft rot and from damage caused by clusters of leaves, leaf stems without blades, discoloration, freezing, foreign material, disease, insects, mechanical or other means. Spinach on the shown face shall be reasonably representative in size and quality of the contents of the container.

(a) Incident to proper grading and handling not more than 5 percent, by weight, of the spinach in any lot may be small pieces of leaves, not more than 5 percent of the spinach leaves may be damaged by clusters, and not more than 3 percent may fail to meet the remaining requirements of the grade, including not more than 1 percent for serious damage: *Provided*, That no tolerance shall be permitted for sandburs or other kinds of burs.

§ 51.1751 U.S. Grade B.

U.S. Grade B shall consist of spinach leaves which meet the requirements for U.S. Grade A, except that they shall be reasonably clean, and except for the increased tolerances for defects specified in paragraph (a) of this section.

(a) Incident to proper grading and handling, not more than 10 percent, by weight, of the spinach in any lot may be small pieces, not more than 10 percent of the spinach leaves may be damaged by clusters, and not more than 5 percent may fail to meet the remaining requirements of the grade, including not more than 2 percent for serious damage: *Provided*, That no tolerance shall be permitted for sandburs or other kinds of burs.

OFF-GRADE

§ 51.1752 Off-Grade spinach leaves.

Spinach leaves which fail to meet the requirements of either of the grades in §§ 51.1750 and 51.1751 shall be Off-Grade spinach leaves.

DEFINITIONS

§ 51.1753 Similar varietal characteristics.

"Similar varietal characteristics" means that the spinach leaves shall be generally of one type, as crinkly leaf type or flat leaf type. No mixture of varieties shall be permitted which materially affects the appearance of the lot.

§ 51.1754 Fresh.

"Fresh" means that the leaves are not more than slightly wilted.

§ 51.1755 Clean.

"Clean" means that the spinach does not show more than a trace of grit, sand, dirt, slit, muck or other similar water insoluble, inorganic material.

§ 51.1756 Well trimmed.

"Well trimmed" means that the leaf stems or petioles are not excessively long in relation to the size of the leaf blades.

§ 51.1757 Damage.

"Damage" means any injury or defect which materially affects the appearance, or the edible, shipping or keeping quality of the individual leaves or of the lot as a whole. The following defects or any combination of defects the seriousness of which exceeds the amount allowed for any one defect shall be considered as damage:

(a) Clusters, when there are more than 3 leaves attached, except that clusters of heart leaves with any number of leaves shall not be considered as damage, provided the length of the longest leaf in the cluster is not over 3 inches.

(b) Leaf stems, without blades attached, when present to such an extent as to materially affect the appearance of the lot, or when the individual stem is damaged.

(c) Discoloration, when the appearance of the leaf is materially affected. Heart leaves which are yellow or partially blanched shall not be considered as damage by discoloration.

(d) Mechanical damage, when the leaf is very badly crushed, torn or broken. (Owing to the many necessary handlings in the harvesting, icing, shipping, sorting, washing, and packing operations in preparing spinach for consumer use some leaves are crushed, torn or broken but only those leaves which are very badly crushed, torn or broken shall be considered as damaged by mechanical means.)

§ 51.1758 Serious damage.

"Serious damage" means any injury or defect which seriously affects the appearance, or the edible, shipping or keeping quality of the individual leaves or of the lot as a whole. The following defects shall be considered as serious damage:

(a) Badly discolored leaves.

(b) Leaves severely affected by mildew or white rust.

(c) Leaves on which insects are present, or leaves which are seriously damaged by insects.

(d) Leaves which are affected by soft rot.

(e) Weeds, grass or pieces thereof, and other extraneous matter.

§ 51.1759 Reasonably clean.

"Reasonably clean" means that the spinach is reasonably free from grit, sand, dirt, silt, muck and other similar water insoluble, inorganic material.

Subpart—United States Standards for Tangerines

SOURCE: 18 FR 7138, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.1770 General.

(a) The tolerances for the standards are on a container basis. However, individual packages in any lot may vary from the specified tolerances as stated below, provided the averages for the entire lot, based on sample inspection, are within the tolerances specified.

(b) For packages which contain more than 10 pounds and a tolerance of 10 percent or more is provided, individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 10 pounds and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified except that at least one decayed or very seriously damaged fruit may be permitted in any package.

(c) For packages which contain 10 pounds or less, individual packages in any lot are not restricted as to the percentage of defects except that not more than one fruit which is decayed or very seriously damaged shall be allowed in any package.

GRADES

§ 51.1771 U.S. Fancy.

U.S. Fancy shall consist of tangerines which are mature, firm, and well-formed; free from soft bruises, bird pecks, unhealed skin-breaks, and decay; free from damage by ammoniation, creasing, dryness or mushy condition, green spots or oil spots, pitting, scale, sprouting, sprayburn, sunburn, unsightly discoloration, buckskin, melanose, scars, scab, dirt or other foreign materials, disease, insects, mechanical or other means.

(a) Each fruit in this grade shall be highly colored.

(b) In this grade not more than $\frac{1}{16}$ of the surface in the aggregate of each fruit may have a light shade of brown discoloration caused by rust mite, or an equivalent in appearance to this amount when the fruit is discolored by any cause (See § 51.1778.)

§ 51.1772 U.S. No. 1.

U.S. No. 1 shall consist of tangerines which are mature, firm and well-formed; free from soft bruises, bird pecks, unhealed skin-breaks, and decay; free from damage by ammoniation, creasing, dryness or mushy condition, green spots or oil spots, pitting, scale, sprouting, sprayburn, sunburn, unsightly discoloration buckskin, melanose, scars, scab, dirt or other foreign materials, disease, insects mechanical or other means.

(a) Each fruit of this grade shall be fairly well colored.

(b) In this grade not more than one-third of the surface in the aggregate of each fruit may have a light shade of brown discoloration caused by rust mite, or an equivalent in appearance to this amount when the fruit is discolored by any cause. (See § 51.1778.)

§ 51.1773 U.S. No. 1 Bronze.

The requirements for this grade are the same as for U.S. No. 1 except for discoloration. In this grade at least 75 percent, by count, of the fruit shall show some discoloration, and more than 20 percent, by count, of the fruit shall have more than one-third of the surface of each fruit affected with bronzed russeting: *Provided*, That no discoloration that exceeds the amount allowed in the U.S. No. 1 grade shall be permitted unless such discoloration is caused by thrip or wind scars, or rust mite. (See § 51.1778.)

§ 51.1774 U.S. No. 2.

U.S. No. 2 shall consist of tangerines which are mature, fairly firm, and fairly well-formed; free from soft bruises, bird pecks, unhealed skin-breaks and decay; free from serious damage by ammoniation, creasing, dryness or mushy condition, green spots or oil spots, pitting, scale, sprouting, sprayburn, sunburn, unsightly discoloration, buckskin, melanose, scars, scab, dirt or other foreign materials, disease, insects, mechanical or other means.

(a) Each fruit of this grade shall be reasonably well colored.

(b) In this grade not more than two-thirds of the surface in the aggregate of each fruit may be affected with light brown discoloration, or may have the equivalent to this amount in appearance when the fruit has lighter or darker shades of discoloration. (See § 51.1778.)

§ 51.1775 U.S. No. 2 Russet.

The requirements for this grade are the same as for U.S. No. 2 except that more than 20 percent, by count, of the fruits shall have in excess of two-thirds of the surface in the aggregate affected with light brown discoloration. (See § 51.1778.)

§ 51.1776 U.S. No. 3.

U.S. No. 3 shall consist of tangerines which are mature, not flabby, and not seriously lumpy; which are free from unhealed bird pecks, unhealed skin-breaks and decay; free from very serious damage by bruises, ammoniation, creasing, dryness or mushy condition, pitting, scale, sprouting, sprayburn, sunburn, unsightly discoloration, melanose, scars, scab, dirt or other foreign materials, disease, insects, mechanical or other means. (See § 51.1779.)

TOLERANCES

§ 51.1777 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the tolerances set forth in §§ 51.1778 and 51.1779 are provided as specified.

§ 51.1778 U.S. Fancy; U.S. No. 1; U.S. No. 1 Bronze; U.S. No. 2 and U.S. No. 2 Russet.

Not more than a total of 10 percent, by count, of the fruit in any container may be below the requirements of the grade other than for discoloration but not more than 5 percent shall be allowed for very serious damage other than by dryness or mushy condition and not more than one-half of 1 percent shall be allowed for decay at shipping point: *Provided*, That a total tolerance of not more than 3 percent shall be allowed for decay enroute or at destination. In addition, not more than a total of 10 percent, by count, of the fruit in any container may not meet the requirements relating to discoloration but not more than 2 percent shall be allowed for serious damage by unsightly discoloration.

§ 51.1779 U.S. No. 3.

Not more than a total of 15 percent, by count, of the fruit in any container may be below the requirements of this grade but not more than 5 percent shall be allowed for defects other than dryness or mushy condition, and not more than 1 percent shall be allowed for decay at shipping point: *Provided*, That a total tolerance of not more than 3 percent shall be allowed for decay enroute or at destination.

STANDARD PACK

§ 51.1780 Standard pack.

(a) The tangerines in each container shall be packed in accordance with recognized methods. Each container shall be well filled and properly marked to indicate the size of the fruit. When the figures used to indicate size of the fruit vary from the actual number of tangerines in the container, as in the case of fractional parts of boxes, the figures indicating size shall be followed by the letter "s" or the word "size," as, for example, "210s," or "210 size." Containers which are not so marked shall not be regarded as meeting requirements of "standard pack."

(b) Fruit in each container shall be of a size not less than the minimum diameters specified below for the various packs. Packs other than those listed shall have a minimum size not less than that specified for the nearest count.

DIAMETER IN INCHES

Pack	Minimum
100	$2\frac{15}{16}$
120	$2\frac{11}{16}$
150	$2\frac{8}{16}$
176	$2\frac{6}{16}$
210	$2\frac{4}{16}$
246	$2\frac{2}{16}$
294	2

(c) In order to allow for variations incident to proper sizing, not more than 10 percent, by count, of the fruit in any container may be below the minimum size for the count as specified above.

DEFINITIONS

§ 51.1781 Firm.

"Firm" means that the flesh is not soft and the fruit is not badly puffy, and that the skin has not become materially separated from the flesh of the tangerine.

§ 51.1782 Well formed.

"Well formed" means that the fruit has the characteristic tangerine shape and is not deformed.

§ 51.1783 Damage.

"Damage" means any defect or blemish which more than slightly affects the appearance, or edible or shipping quality of the fruit. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect shall be considered as damage:

(a) Ammoniation, when not occurring as speck-type similar to melanose: *Provided*, That no ammoniation shall be permitted that detracts from the appearance of the individual fruit to a greater extent than the amount of discoloration allowed for the grade.

(b) Creasing, when it materially affects the appearance or shipping quality of the fruit.

(c) Dryness or mushy condition, when mushy or distinctly dry to a depth of more than one-eighth inch in all segments at the stem end, or the equivalent of this amount, by volume, of mushy condition or dryness when occurring in any portion of the fruit.

(d) Green spots or oil spots, when the appearance is affected to a greater extent than 10 green spots caused by scale, each of which is approximately one-eighth inch in diameter.

(e) Pitting, when materially affecting the appearance or shipping quality of the individual fruit.

(f) Scale, when occurring as a blotch which averages more than three-eighths inch in diameter or any scale that detracts fromthe appearance of the individual fruit to a greater extent than a three-eighths inch blotch. "Blotch" refers to actual scale and not the discolored area caused by scale.

(g) Sprayburn, when causing the skin to become hard or when it materially affects the appearance of the fruit.

(h) Sunburn, when causing the skin to become hard or when it materially affects the appearance of the fruit.

(i) Unsightly discoloration, when the color or the pattern, or a combination of color and pattern, causes the fruit to have an unattractive appearance.

(j) Buckskin, when it detracts from the appearance of the fruit to a greater extent than the amount of discoloration allowed for the grade.

(k) Melanose, when not small smooth speck-type, or any speck-type that detracts from the appearance of the fruit to a greater extent than the amount of discoloration allowed in the grade. Melanose that exceeds the amount allowed in the U.S. No. 1 grade is not permitted in the U.S. No. 1 Bronze grade.

(l) Scars, when not smooth, or when causing any noticeable depression or when detracting from the appearance of the fruit to a greater extent than the amount of discoloration allowed for the grade.

(m) Scab, when not smooth, or when it affects shape or when it detracts from the appearance of the fruit to a greater extent than the amount of discoloration allowed for the grade. Scab injury that exceeds the amount allowed in the U.S. No. 1 grade is not permitted in the U.S. No. 1 Bronze grade.

§ 51.1784 Highly colored.

"Highly colored" means that the ground color of each fruit is a deep tangerine color with practically no trace of yellow color.

§ 51.1785 Discoloration.

"Discoloration" includes discoloration caused by rust mite, melanose, scars, scab, or any other means. Shades of discoloration which blend with the ground color of the fruit may be allowed on a larger area than that specified in the grade for light brown discoloration, and shades of discoloration which are more in contrast with the ground color shall be restricted to a lesser area, provided no discoloration may affect the appearance to a greater extent than the amount of light brown discoloration specified for the grade. Tangerines which show discoloration caused by melanose, scab, or any cause other than by thrip, or wind scars, or by rust mite shall not be permitted in the U.S . No. 1 Bronze grade when such discoloration exceeds the amount allowed in the U.S. No. 1 grade. (See § 51.1787.)

§ 51.1786 Fairly well colored.

"Fairly well colored" means that each fruit may have not over one inch of green color in the aggregate and the remainder of the surface shall show a good tangerine color with some portion of the surface showing a reddish tangerine blush.

§ 51.1787 Bronzed russeting.

"Bronzed russeting" means russeting caused by thrip, or wind scars, or by rust mite or similar russeting which is not readily distinguishable from that caused by rust mite. Discolorations caused by melanose, scab, etc., are not considered as "bronzed russeting" within the meaning of these standards but are regarded as defects when they exceed the amounts permitted in the U.S. No. 1 grade and are not permitted in the U.S. No. 1 Bronze grade.

§ 51.1788 Fairly firm.

"Fairly firm" means that the flesh may be slightly soft but is not bruised or badly puffy, and that the skin has not become seriously separated from the flesh of the tangerine.

§ 51.1789 Fairly well formed.

"Fairly well formed" means that the fruit may not have the shape characteristic of the variety but that it is not badly deformed.

§ 51.1790 Serious damage.

"Serious damage" means any defect or blemish which seriously affects the appearance, or edible or shipping quality of the fruit. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect shall be considered as serious damage:

(a) Ammoniation, when scars are cracked, or dark and aggregating more than one-half inch in diameter or when light-colored and aggregating more than 1 inch in diameter.

(b) Creasing, when it causes the skin to be seriously weakened.

(c) Dryness or mushy condition, when mushy or distinctly dry to a depth of more than one-quarter inch in all segments at the stem end, or the equivalent of this amount, by volume, of mushy condition or dryness when occurring in any portion of the fruit.

(d) Green spots or oil spots, when the appearance is affected to a greater extent than 25 green spots, caused by scale, each of which is approximately one-eighth inch in diameter.

(e) Pitting, when seriously affecting the appearance or shipping quality of the fruit.

(f) Scale, when occurring as a blotch which averages more than one-half inch in diameter, or any scale that detracts from the appearance of the fruit to a greater extent than a one-half inch blotch. "Blotch" refers to actual scale and not the discoloration caused by scale.

(g) Sprayburn, when it has caused the skin to become hard, or when it seriously affects the appearance of the fruit.

(h) Sunburn, when it has caused the skin to become hard, or when it seriously affects the appearance of the fruit.

(i) Unsightly discoloration, when the color or the pattern, or a combination of both, causes the fruit to have a distinctly unattractive appearance.

(j) Buckskin, when it detracts from the appearance of the fruit to a greater extent than the amount of discoloration allowed for the grade.

(k) Melanose, when badly caked and aggregating more than ½ inch in diameter or when lightly caked and aggregating more than 1 inch in diameter, or when unsightly or when it detracts from the appearance of the fruit to a greater extent than the amount of discoloration allowed for the grade.

(l) Scars, when not fairly smooth, or when causing any materially depressed areas, or when detracting from the appearance to a greater extent than the amount of discoloration allowed for the grade. Scars which are not fairly smooth, or which are materially depressed, are not permitted in either U.S. No. 2 or U.S. No. 2 Russet grades.

(m) Scab, when not fairly smooth, or when it materially affects the shape of the fruit, or when it detracts from the appearance to a greater extent than the maximum amount of discoloration allowed for the grade.

§ 51.1791 Reasonably well colored.

"Reasonably well colored" means that a good yellow or reddish tangerine color shall predominate over the green color on at least one-half of the fruit surface in the aggregate, and that each fruit shall show practically no lemon color.

§ 51.1792 Very serious damage.

"Very serious damage" means any defect or blemish which very seriously affects the appearance, or edible or shipping quality of the fruit. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect shall be considered as very serious damage:

(a) Ammoniation, when scars are badly cracked, or when dark and aggregating more than 1 inch in diameter, or when light-colored and detracting from the appearance of the fruit to a greater extent than 1 inch of dark ammoniation.

(b) Creasing, when causing the skin to be seriously weakened.

(c) Dryness or mushy condition, when mushy or distinctly dry to a depth of more than one-quarter inch in all segments at the stem end or the equivalent of this amount, by volume, of mushy condition or dryness when occurring in any portion of the fruit.

(d) Pitting, when it very seriously affects the appearance or the shipping quality of the fruit.

(e) Scale, when it very seriously affects the appearance of the fruit.

(f) Sprayburn, when it very seriously affects the appearance of the fruit.

(g) Sunburn, when it very seriously affects the appearance of the fruit.

(h) Unsightly discoloration, when the fruit has a very objectionable appearance caused by any means. The color or the pattern of the discoloration, or a combination of both, or a combination of defects may cause the fruit to have a very unsightly appearance.

(i) Melanose, when caked to the extent that the appearance of the fruit is very seriously affected.

(j) Scars, when so deep, rough, or so unsightly that the appearance of the fruit is very seriously injured.

§ 51.1793 Cull.

A cull is a fruit which does not meet the requirements of U.S. No. 3 grade.

Subpart—United States Standards for Grades of Florida Tangerines[1]

SOURCE: 45 FR 72102, Oct. 31, 1980, unless otherwise noted. Redesignated at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1810 U.S. Fancy.

"U.S. Fancy" consists of tangerines which meet the following requirements:

(a) Basic requirements:

(1) Discoloration;

(i) Not more than one-tenth of the surface, in the aggregate, may be affected by discoloration. (See § 51.1825.)

(2) Firm;

(3) Highly colored;

(4) Mature; and,

(5) Well formed.

(b) Free from:

(1) Bruises;

(2) Caked melanose;

(3) Decay;

(4) Unhealed skin-breaks; and,

(5) Wormy fruit.

(c) Free from damage caused by:

(1) Ammoniation;

(2) Buckskin;

(3) Creasing;

(4) Dirt or other foreign material;

(5) Dryness or mushy condition;

(6) Disease;

(7) Green spots;

(8) Hail;

(9) Insects;

(10) Oil spots;

(11) Scab;

(12) Scale;

(13) Scars;

(14) Skin breakdown;

(15) Sprayburn;

(16) Sunburn;

(17) Unsightly discoloration; and,

(18) Other means.

(d) For tolerances see § 51.1818.

§ 51.1811 U.S. No. 1.

"U.S. No. 1" consists of tangerines which meet the following requirements:

(a) Basic requirements:

(1) Discoloration;

(i) Not more than one-third of the surface, in the aggregate, may be affected by discoloration. (See § 51.1825.)

(2) Fairly well colored;

(3) Firm;

(4) Mature; and,

(5) Well formed.

(b) Free from:

(1) Bruises;

(2) Decay;

(3) Unhealed skin-breaks; and,

(4) Wormy fruit.

(c) Free from damage caused by:

(1) Ammoniation;

(2) Buckskin;

(3) Caked melanose;

(4) Creasing;

(5) Dirt or other foreign material;

(6) Disease;

(7) Dryness or mushy condition;

(8) Green spots;

(9) Hail;

(10) Insects;

(11) Oil spots;

(12) Scab;

(13) Scale;

(14) Scars;

(15) Skin breakdown;

(16) Sprayburn;

(17) Sunburn;

(18) Unsightly discoloration; and,

(19) Other means.

(d) For tolerances see § 51.1818.

§ 51.1812 U.S. No. 1 Bronze.

The requirements for this grade are the same as for U.S. No. 1 except that all fruit must show some discoloration. Not less than the number of fruits required in § 51.1818, Tables I and II, shall have more than one-third of their surface, in the aggregate, affected by discoloration. The predominating discoloration on these fruits shall be of rust mite type.

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[1] Compliance with the provisions of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug and Cosmetic Act, or with applicable State laws and regulations.

(a) For tolerances see § 51.1818.

§ 51.1813 U.S. No. 1 Russet.

The requirements for this grade are the same as for U.S. No. 1 except that not less than the number of fruits required in § 51.1818, Tables I and II, shall have more than one-third of their surface, in the aggregate, affected by any type of discoloration.

(a) For tolerances see §51.1818.

§ 51.1814 U.S. No. 2.

"U.S. No. 2" consists of tangerines which meet the following requirements:

(a) Basic requirements:

(1) Discoloration;

(i) Not more than one-half of the surface, in the aggregate, may be affected by discoloration. (See § 51.1825.)

(2) Fairly firm;

(3) Fairly well formed;

(4) Mature; and,

(5) Reasonably well colored.

(b) Free from:

(1) Bruises;

(2) Decay;

(3) Unhealed skin-breaks; and,

(4) Wormy fruit.

(c) Free from serious damage caused by:

(1) Ammoniation;

(2) Buckskin;

(3) Caked melanose;

(4) Creasing;

(5) Dirt or other foreign material;

(6) Disease;

(7) Dryness or mushy condition;

(8) Green spots;

(9) Hail;

(10) Insects;

(11) Oil spots;

(12) Scab;

(13) Scale;

(14) Scars;

(15) Skin breakdown;

(16) Sprayburn;

(17) Sunburn;

(18) Unsightly discoloration; and,

(19) Other means.

(d) For tolerances see § 51.1818.

§ 51.1815 U.S. No. 2 Russet.

The requirements for this grade are the same as for U.S. No. 2 except that not less than the number of fruits required in § 51.1818, Tables I and II, shall have more than one-half of their surface, in the aggregate, affected by discoloration.

(a) For tolerances see § 51.1818.

§ 51.1816 U.S. No. 3.

"U.S. No. 3" consists of tangerines which meet the following requirements:

(a) Basic requirements:

(1) Mature;

(2) Not flabby; and,

(3) Not seriously lumpy.

(b) Free from:

(1) Decay;

(2) Unhealed skin-breaks; and,

(3) Wormy fruit.

(c) Free from very serious damage caused by:

(1) Ammoniation;

(2) Bruises;

(3) Caked melanose;

(4) Creasing;

(5) Dirt or other foreign material;

(6) Disease;

(7) Dryness or mushy condition;

(8) Hail;

(9) Insects;

(10) Scab;

(11) Scale;

(12) Scars;

(13) Skin breakdown;

(14) Sprayburn;

(15) Sunburn;

(16) Unsightly discoloration; and,

(17) other means.

(d) For tolerances see § 51.1818.

UNCLASSIFIED

§ 51.1817 Unclassified.

"Unclassified" consists of tangerines which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.1818 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, based on sample inspection, the number of defective or off-size specimens in the individual sample, and the number of defective or off-size specimens in the lot, shall be within the limitations specified in Tables I and II.

TABLE I—SHIPPING POINT [1]

Factor	Grades	AL [2]	Number of 50-count samples [3] (Florida Tangerines)																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
			Acceptance numbers [4] (maximum permitted)																			
Decay	U.S. Fancy U.S. No. 1 U.S. No. 2	1	0	1	[5] 1	1	2	[5] 2	2	3	3	3	[5] 3	3	4	4	[5] 4	4	5	5	5	5
	U.S. No. 3	2	0	1	2	[5] 2	2	[5] 3	3	4	4	[5] 4	5	5	[5] 5	6	6	[5] 6	6	7	7	[5] 7
Wormy fruit	All	1	0	1	[5] 1	1	2	[5] 2	2	3	3	3	[5] 3	3	4	4	[5] 4	4	5	5	5	5
Very serious damage including decay and wormy fruit	U.S. Fancy U.S. No. 1 U.S. No. 2	6	4	6	9	11	14	16	18	20	22	24	26	28	30	33	35	37	39	41	43	45
Total defects including decay, wormy fruit, and very serious damage	All	8	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
Off-size		10	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
Discoloration	U.S. Fancy U.S. No. 1 U.S. No. 2	10	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
	Serious damage by unsightly discoloration	2	1	2	2	[5] 3	4	[5] 4	5	[5] 5	6	[5] 6	7	[5] 7	8	[5] 8	8	[5] 9	9	10	[5] 10	11
			Acceptance numbers [4] (minimum required)																			
	U.S. No. 1 Bronze U.S. No. 1 Russet	11	15	32	51	69	88	106	125	144	162	182	201	220	240	259	278	297	317	336	355	374
	U.S. No. 2 Russet	1	3	8	12	18	23	29	34	40	45	51	56	62	68	74	79	85	91	97	102	108

Factor	Grades	AL[2]	Number of 50-count samples[3] (Florida Tangerines)																			
			21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
			Acceptance numbers[4] (maximum permitted)																			
Decay	U.S. Fancy U.S. No. 1 U.S. No. 2	1	[5]5	6	6	6	6	[5]6	6	7	7	7	7	[5]7	7	8	8	8	[5]8	8	9	9
	U.S. No. 3	2	8	8	[5]8	8	9	9	[5]9	9	10	10	[5]10	11	11	[5]11	11	12	12	[5]12	12	13
Wormy fruit	All	1	[5]5	6	6	6	6	[5]6	6	7	7	7	7	[5]7	7	8	8	8	[5]8	8	9	9
Very serious damage including decay and wormy fruit	U.S. Fancy U.S. No. 1 U.S. No. 2	6	47	49	51	53	54	56	58	60	62	64	66	68	70	72	74	76	78	80	81	83
Total defects including decay, wormy fruit, and very serious damage	All	8	98	103	107	111	116	120	124	129	133	137	141	146	150	154	159	163	167	171	176	180
Off-size		10	98	103	107	111	116	120	124	129	133	137	141	146	150	154	159	163	167	171	176	180
Discoloration	U.S. Fancy U.S. No. 1 U.S. No. 2	10	98	103	107	111	116	120	124	129	133	137	141	146	150	154	159	163	167	171	176	180
	Serious damage by unsightly discoloration	2	[5]11	12	[5]12	12	13	[5]13	14	[5]14	15	15	[5]15	16	[5]16	17	17	[5]17	18	[5]18	19	19
			Acceptance numbers[4] (minimum required)																			
	U.S. No. 1 Bronze U.S. No. 1 Russet	11	394	413	433	452	471	491	510	530	549	569	588	608	627	647	666	686	705	725	744	764
	U.S. No. 2 Russet	1	114	119	125	131	137	143	149	155	161	166	172	178	184	190	196	202	208	214	220	226

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[1] Shipping point, as used in these standards, means the point of origin of the shipment in the production area or at port of loading for ship stores or overseas shipments, or in the case of shipments from outside the continental United States, the port of entry into the United States.

[2] AL—Absolute limit permitted in individual 50-count sample.
[3] Sample size—50 count.
[4] Acceptance number—Maximum or minimum number of defective or off-size fruit permitted.
[5] Preferred number of samples for this acceptance number.

TABLE II—EN ROUTE OR AT DESTINATION

Factor	Grades	AL[1]	Number of 50-count samples[2] (Florida Tangerines)																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
			Acceptance numbers[3] (maximum permitted)																			
Decay.	All.	4	3	4	6	7	9	10	11	13	14	15	16	18	19	20	21	23	24	25	26	27
Wormy fruit.	All.	1	0	1	[4]1	1	2	[4]2	2	3	3	3	[4]3	3	4	4	[4]4	4	5	5	5	5
Very serious damage other than decay and wormy fruit.	U.S. Fancy. U.S. No. 1. U.S. No. 2.	6	4	6	9	11	14	16	18	20	22	24	26	28	30	33	35	37	39	41	43	45
Total defects including very serious damage other than decay and wormy fruit.	All.	8	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
Off-size.		10	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
Discoloration.	U.S. Fancy. U.S. No. 1. U.S. No. 2.	10	7	12	17	22	27	32	36	41	45	50	54	59	63	68	72	76	81	85	90	94
	Serious damage by unsightly discoloration.	2	1	2	2	3	4	[4]4	5	[4]5	6	[4]6	7	[4]7	8	[4]8	8	[4]9	9	10	[4]10	11
			Acceptance numbers[3] (minimum required)																			
	U.S. No. 1 Bronze. U.S. No. 1 Russet.	11	15	32	51	69	88	106	125	144	162	182	201	220	240	259	278	297	317	336	355	374
	U.S. No. 2 Russet.	1	3	8	12	18	23	29	34	40	45	51	56	62	68	74	79	85	91	97	102	108

TABLE II—EN ROUTE OR AT DESTINATION—Continued

Factor	Grades	AL[1]	Number of 50-count samples[2] (Florida Tangerines)																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20

[1] AL—Absolute limit permitted in individual 50-count sample.
[2] Sample size—50 count.
[3] Acceptance number—maximum or minimum number of defective or off-size fruit permitted.
[4] Preferred total number of samples for this acceptance number.

[45 FR 72102, Oct. 31, 1980; 45 FR 76958, Nov. 21, 1980. Redesignated at 46 FR 63203, Dec. 31, 1981]

SIZE AND PACK

§ 51.1819 Size and pack.

(a) When tangerines, including Murcott Honey Tangerines, are place-packed in approved 4/5 bushel containers,[2] except container No. 4016,[3] the size, pack, count and diameter range shall be as follows:

TABLE III

Size	Pack	Rows	Layers	Count	Diameter range in inches
64	4x4	4	4	64	8/16
80	5x5	4	4	80	8/16
80	4x4	4	5	80	8/16
100	5x5	4	5	100	8/16
120	4x4	5	6	120	8/16
150	5x5	5	6	150	7/16
176	6x6	5	6	180	7/16
210	5x5	6	7	210	6/16
246	6x6	6	7	252	6/16
294	7x7	6	7	294	6/16

(b) When tangerines, including Murcott Honey Tangerines, are place-packed in container No. 4016,[3] the size, count, pack and diameter range shall be as follows:

TABLE IV

Size	Pack	Rows	Layers	Count	Diameter range in inches
66	6x5	4	3	66	8/16
80	4x4	4	5	80	8/16
100	4x4	5	5	100	8/16
	or 5x5	5	4	100	8/16
120	6x6	5	4	120	8/16
150	5x5	6	5	150	7/16
176	6x6	5	6	180	7/16
210	6x6	7	5	210	6/16
246	6x6	6	7	252	6/16

(c) When tangerines, including Murcott Honey Tangerines, are not place-packed, the sizes and respective diameter ranges shown in paragraph (a) or (b) of this section shall apply; and the fruit in each respective size shall, when place-packed in approve 4/5 bushel containers,[2] meet the respective pack arrangements, and at point of origin meet the requirements of "Well filled"[4] as set forth in paragraph (d) of this section.

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[2] Approved 4/5 bushel containers are those containers currently defined in section 20-39.03. (1) of the Official Rules Affecting The Florida Citrus Industry, Pursuant to Chapter 601, Florida Statutes, or as the definitions of such containers may hereafter be amended.

[3] Container No. 4016 shall have the same meaning as currently assigned that term in section 20-39.03(b) of the Official Rules Affecting The Florida Citrus Industry, Pursuant to Chapter 601, Florida Statutes, or as the definition of such container may be hereafter amended.

[4] "Well filled" shall have the same meaning currently assigned that term in section 20-39.11(2) of the Official Rules Affecting The Florida Citrus Industry, Pursuant to

Continued

(d) At point of origin all containers in which fruit is place-packed shall be "Well filled".[4]

(e) Not more than the number of fruits permitted in § 51.1818, Tables I and II, may fail to meet the diameter range requirements as specified in paragraph (a), (b), or (c) of this section.

(f) In order to allow for variations incident to proper packing, not more than 5 percent of the containers, if "place-packed," or not more than 10 percent of the containers, if "volume-filled," in any lot may fail to meet the count r pack arrangements, or at point of origin the requirements of "Well filled".[4]

DEFINITIONS

§ 51.1820 Mature.

"Mature" shall have the same meaning currently assigned that term in sections 601.21 and 601.22 of the Florida Citrus Code of 1949, as amended (ch. 26492, Laws of Florida, 1951), or as the definition of such term may hereafter be amended.

§ 51.1821 Firm.

"Firm" means that the flesh is not soft and the fruit is not badly puffy and that the skin has not become materially separated from the flesh of the tangerine.

§ 51.1822 Well formed.

"Well formed" means that the fruit has the characteristic tangerine shape and is not deformed.

§ 51.1823 Damage.

"Damage" means any specific defect described in § 51.1834, Table V; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.1824 Highly colored.

"Highly colored" means that the ground color of each fruit is a deep tangerine color with practically no trace of yellow color.

§ 51.1825 Discoloration.

"Discoloration" means russeting of a light shade of golden brown caused by rust mite or other means. Lighter shades of discoloration caused by smooth or fairly smooth superficial scars or other means may be allowed on a greater area, or darker shades may be allowed on a lesser area, provided no discoloration caused by speck type melanose or other means may detract from the appearance of the fruit to a greater extent than the shade and amount of discoloration allowed in the grade.

§ 51.1826 Well colored.

"Well colored" means that a good yellow or better ground color predominates over the green color on the entire fruit surface with no distinct green color present, and that some portion of the surface has a reddish tangerine blush.

§ 51.1827 Fairly well colored.

"Fairly well colored" means that the surface of the fruit may have green color which does not exceed the aggregate area of a circle 1¼ inches (31.8 mm) in diameter and that the remainder of the surface has a yellow or better ground color with some portion of the surface showing reddish tangerine blush.

§ 51.1828 Fairly firm.

"Fairly firm" means that the flesh may be slightly soft but is not bruised or badly puffy, and that the skin has not become seriously separated from the flesh of the tangerine.

§ 51.1829 Fairly well formed.

"Fairly well formed" means that the fruit may not have the shape characteristic of the variety but that it is not badly deformed.

§ 51.1830 Serious damage.

"Serious damage" means any specific defect described in § 51.1834, Table V; or an equally objectionable variation of any one of these defects, any other defect, or any combination of

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Chapter 601, Florida Statutes, or as the definition of such term may hereafter be amended.

defects, which seriously detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.1831 Reasonably well colored.

"Reasonably well colored" means that a good yellow or reddish tangerine color shall predominate over the green color on at least one-half of the fruit surface in the aggregate, and that each fruit shall show practically no lemon color.

[45 FR 72096, Oct. 31, 1980; 45 FR 76961, Nov. 21, 1980. Redesignated at 46 FR 63203, Dec. 31, 1981]

§ 51.1832 Very serious damage.

"Very serious damage" means any specific defect described in § 51.1834, Table V; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which very seriously detracts from the appearance, or the edible or marketing quality of the fruit.

§ 51.1833 Diameter.

"Diameter" means the greatest dimension measured at right angles to a line from stem to blossom end.

§ 51.1834 Classification of defects.

TABLE V

Factor	Damage	Serious damage	Very serious damage
Ammoniation	Not occurring as light speck type, or detracts more than discoloration permitted in the grade	Scars are cracked or dark and aggregating more than ⅝ inch (15.9 mm) in diameter.	Aggregating more than 25 percent of the surface
Buckskin	Aggregating more than a circle ¾ inch (19.1 mm) in diameter	Aggregating more than 25 percent of the surface	Aggregating more than 50 percent of the surface
Caked melanose	Aggregating more than a circle ⅜ inch (9.5 mm) in diameter	Aggregating more than a circle ⅝ inch (15.9 mm) in diameter	Aggregating more than 25 percent of the surface
Creasing	Materially weakens the skin, or extends over more than one-third of the surface	Seriously weakens the skin, or extends over more than one-half of the surface	Very seriously weakens the skin, or is distributed over practically the entire surface
Dryness or mushy condition	Affecting all segments more than ⅛ inch (3.2 mm) at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit	Affecting all segments more than ¼ inch (6.4 mm) at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit	Affecting all segments more than ½ inch (12.7 mm) at stem end, or the equivalent of this amount, by volume, when occurring in other portions of the fruit
Green spots	More than 10 spots caused by scale, each spot equivalent to the area of a circle ⅛ inch (3.2 mm) in diameter	More than 25 spots caused by scale, each spot equivalent to the area of a circle ⅛ inch (3.2 mm) in diameter	
Hail	Not well healed, or aggregating more than a circle ¼ inch (6.4 mm) in diameter	Not well healed, or aggregating moren than a circle ⅜ inch (9.5 mm) in diameter	Not well healed, or aggregating more than a circle ⅝ inch (15.9 mm) in diameter
Oil spots	More than 5 spots, or aggregating more than a circle ½ inch (12.7 mm) in diameter	More than 10 spots, or aggregating more than a circle ¾ inch (19.1 mm) in diameter	
Scab	Materially detracts from the shape or texture, or aggregating more than a circle ⅜ inch (9.5 mm) in diameter	Seriously detracts from the shape or texture, or aggregating more than a circle ⅝ inch (15.9 mm) in diameter	Aggregating more than 25 percent of the surface
Scale	Aggregating more than a circle ⅜ inch (9.5 mm) in diameter	Aggregating more than a circle ⅝ inch (15.9 mm) in diameter	Aggregating more than 25 percent of the surface

Scars	Deep or rough aggregating more than a circle ¼ inch (6.4 mm) in diameter; slightly rough with slight depth aggregating more than a circle ¾ inch (19.1 mm) in diameter; smooth or fairly smooth with slight depth aggregating more than a circle 1⅛ inches (28.6 mm) in diameter	Deep or rough aggregating more than a circle ½ inch (12.7 mm) in diameter; slightly rough with slight depth aggregating more than a circle 1⅛ inches (28.6 mm) in diameter; smooth or fairly smooth with slight depth aggregating more than 10% of fruit surface.	Deep or rough or unsightly that appearance is very seriously affected.
Skin breakdown	Aggregating more than a circle ¼ inch (6.4 mm) in diameter.	Aggregating more than a circle ⅝ inch (15.9 mm) in diameter.	Aggregating more than 25 percent of the surface.
Sprayburn	Skin is hard and aggregating more than a circle ¾ inch (19.1 mm) in diameter.	Skin is hard and aggregating more than a circle 1¼ inches (31.8 mm) in diameter.	Aggregating more than 25 percent of the surface.
Sunburn	Skin is flattened, dry, darkened, or hard and the affected area exceeds 25 percent of the surface.	Skin is hard and affects more than one-third of the surface.	Aggregating more than 50 percent of the surface.
Unsightly discoloration	Color and pattern causes an unattractive appearance.	Color and pattern causes a distinctly unattractive appearance.	Very objectionable appearance caused by any means.

NOTE: References to area or aggregate area, or length are based on a 176 size tangerine.

[45 FR 76961, Nov. 21, 1980. Redesignated at 46 FR 63203, Dec. 31, 1981]

VISUAL AID

§ 51.1835 Visual aid.

(a) USDA Visual Aid CIT-(FL)-L-1, consists of a booklet containing color reproductions of Florida tangerines illustrating certain grade requirements, namely shape, texture, firmness, color, varietal characteristics, and other defects as set forth in these standards. This visual aid may be examined in the Fruit and Vegetable Quality Division, AMS, U.S. Department of Agriculture, South Building, Washington, D.C. 20250; in any field office of the Fresh Fruit and Vegetable Inspection Service; or upon request of any authorized inspector of such service. Duplicates of the visual aid may be purchased from the John Henry Co., Post Office Box 17099, Lansing, MI 48901.

Subpart—United States Standards for Fresh Tomatoes[1]

SOURCE: 38 FR 23932, Sept. 5, 1973, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1855 U.S. No. 1.

"U.S. No. 1" consists of tomatoes which meet the following requirements:

(a) Basic requirements:

(1) Similar varietal characteristics;

(2) Mature;

(3) Not overripe or soft;

(4) Clean;

(5) Well developed;

(6) Fairly well formed; and,

(7) Fairly smooth.

(b) Free from:

(1) Decay;

(2) Freezing injury; and

(3) Sunscald.

(c) Not damaged by any other cause.

(d) For tolerances see § 51.1861.

§ 51.1856 U.S. Combination.

"U.S. Combination" consists of a combination of U.S. No. 1 and U.S. No. 2 tomatoes: *Provided*, That at least 60 percent, by count, meet the requirements of U.S. No. 1 grade.

(a) For tolerances see § 51.1861.

§ 51.1857 U.S. No. 2.

"U.S. No. 2" consists of tomatoes which meet the following requirements:

(a) Basic requirements:

(1) Similar varietal characteristics;

(2) Mature;

(3) Not overripe or soft;

(4) Clean;

(5) Well developed;

(6) Reasonably well formed; and,

(7) Not more than slightly rough.

(b) Free from:

(1) Decay;

(2) Freezing injury; and,

(3) Sunscald.

(c) Not seriously damaged by any other cause.

(d) For tolerances see § 51.1861.

§ 51.1858 U.S. No. 3.

"U.S. No. 3" consists of tomatoes which meet the following requirements:

(a) Basic requirements:

(1) Similar varietal characteristics;

(2) Mature;

(3) Not overripe or soft;

(4) Clean;

(5) Well developed; and,

(6) May be mishapen.

(b) Free from:

(1) Decay; and,

(2) Freezing injury.

(c) Not seriously damaged by:

(1) Sunscald.

(d) Not very seriously damaged by any other cause.

(e) For tolerances see § 51.1861.

SIZE

§ 51.1859 Size.

(a) The size of tomatoes packed in any type container, when specified according to the size designations set forth in Table I, shall be within the ranges of diameters specified for the respective designations.

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

(1) In determining compliance with the size designations the measurement for minimum diameter shall be the largest diameter of the tomato measured at right angles to a line from the stem end to the blossom end. The measurement for maximum diameter shall be the smallest dimension of the tomato determined by passing the tomato through a round opening in any position.

(b) In lieu of specifying size according to the above size designations, the size of tomatoes in any type container may be specified in terms of minimum diameter or of minimum and maximum diameters expressed in whole inches, whole inches and not less than thirty-second inch fractions thereof, or millimeters, in accordance with the facts.

(c) For tolerances see § 51.1861.

TABLE I

Size designations	Inches		Millimeters	
	Minimum diameter[2]	Maximum diameter[3]	Minimum diameter[2]	Maximum diameter[3]
Extra small	$1\frac{28}{32}$	$1\frac{4}{32}$	48	54
Small	$2\frac{4}{32}$	$2\frac{9}{32}$	54	58
Medium	$2\frac{9}{32}$	$2\frac{17}{32}$	58	64
Large	$2\frac{17}{32}$	$2\frac{28}{32}$	64	73
Extra Large	$2\frac{28}{32}$	$3\frac{15}{32}$	73	88
Maximum large	$3\frac{15}{32}$		88	

[2] Will not pass through a round opening of the designated diameter when tomato is placed with the greatest transverse diameter across the opening.

[3] Will pass through a round opening of the designated diameter in any position.

[38 FR 23932, Sept. 5, 1973, as amended at 41 FR 11464, Mar. 19, 1976. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

COLOR CLASSIFICATION

§ 51.1860 Color classification.

(a) The following terms may be used, when specified in connection with the grade statement, in describing the color as an indication of the stage of ripeness of any lot of mature tomatoes of a red fleshed variety:

(1) *Green.* "Green" means that the surface of the tomato is completely green in color. The shade of green color may vary from light to dark;

(2) *Breakers.* "Breakers" means that there is a definite break in color from green to tannish-yellow, pink or red on not more than 10 percent of the surface;

(3) *Turning.* "Turning" means that more than 10 percent but not more than 30 percent of the surface, in the aggregate, shows a definite change in color from green to tannish-yellow, pink, red, or a combination thereof;

(4) *Pink.* "Pink" means that more than 30 percent but not more than 60 percent of the surface, in the aggregate, shows pink or red color;

(5) *Light red.* "Light red" means that more than 60 percent of the surface, in the aggregate, shows pinkish-red or red: *Provided,* That not more than 90 percent of the surface is red color; and,

(6) *Red.* "Red" means that more than 90 percent of the surface, in the aggregate, shows red color.

(b) Any lot of tomatoes which does not meet the requirements of any of the above color designations may be designated as "Mixed Color".

(c) For tolerances see § 51.1861.

(d) Tomato color standards U.S.D.A. Visual Aid TM—L—1 consists of a chart containing twelve color photographs illustrating the color classification requirements, as set forth in this section. This visual aid may be examined in the Fruit and Vegetable Division, AMS, U.S. Department of Agriculture, South Building, Washington, D.C. 20250; in any field office of the Fresh Fruit and Vegetable Inspection Service; or upon request of any authorized inspector of such Service. Duplicates of this visual aid may be purchased from The John Henry Co., Post Office Box 1410, Lansing, Michigan 48904.

[38 FR 23932, Sept. 5, 1973, as amended at 40 FR 2791, Jan. 16, 1975. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

TOLERANCES

§ 51.1861 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by count, are provided as specified:

(a) *U.S. No. 1*—(1) *For defects at shipping point.*[2] Ten percent for tomatoes in any lot which fail to meet the requirements for this grade: *Provided*, That not more than one-half of this tolerance, or 5 percent, shall be allowed for defects causing very serious damage, including therein not more than 1 percent for tomatoes which are soft or affected by decay; and,

(2) *For defects en route or at destination.* Fifteen percent for tomatoes in any lot which fail to meet the requirements for this grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) Five percent for tomatoes which are soft or affected by decay;

(ii) Ten percent for tomatoes which are damaged by shoulder bruises or by discolored or sunken scars on any parts of the tomatoes; and,

(iii) Ten percent for tomatoes which are otherwise defective: *And provided further*, That not more than 5 percent shall be allowed for tomatoes which are very seriously damaged by any cause, exclusive of soft or decayed tomatoes.

(b) *U.S. Combination*—(1) *For defects at shipping point.*[2] Ten percent for tomatoes in any lot which fail to meet the requirements of the U.S. No. 2 grade: *Provided*, That not more than one-half of this tolerance, or 5 percent, shall be allowed for defects causing very serious damage, including 1 percent for tomatoes which are soft or affected by decay; and,

(2) *For defects en route or at destination.* Fifteen percent for tomatoes in any lot which fail to meet the requirements of the U.S. No. 2 grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) Five percent for tomatoes which are soft or affected by decay;

(ii) Ten percent for tomatoes which are seriously damaged by shoulder bruises or by discolored or sunken scars on any parts of the tomatoes; and,

(iii) Ten percent for tomatoes which are otherwise defective: *And provided further*, That not more than 5 percent shall be allowed for tomatoes which are very seriously damaged by any cause, exclusive of soft or decayed tomatoes.

(c) *U.S. No. 2*—(1) *For defects at shipping point.*[2] Ten percent for tomatoes in any lot which fail to meet the requirements of this grade: *Provided*, That not more than one-half of this tolerance, or 5 percent, shall be allowed for defects causing very serious damage, including therein not more than 1 percent for tomatoes which are soft or affected by decay; and,

(2) *For defects en route or at destination.* Fifteen percent for tomatoes in any lot which fail to meet the requirements for this grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) Five percent for tomatoes which are soft or affected by decay;

(ii) Ten percent for tomatoes which are seriously damaged by shoulder bruises or by discolored or sunken scars on any parts of the tomatoes; and,

(iii) Ten percent for tomatoes which are otherwise defective: *And provided further*, That not more than 5 percent shall be allowed for tomatoes which are very seriously damaged by any cause, exclusive of soft or decayed tomatoes.

(d) *U.S. No. 3*—(1) *For defects at shipping point.*[2] Ten percent for tomatoes in any lot which fail to meet the requirements of this grade: *Provided*, That not more than one-half of this tolerance, or 5 percent, shall be allowed for tomatoes which are very seriously damaged by insects and not more than one-tenth of the tolerance, or 1 percent, for tomatoes which are soft or affected by decay; and,

(2) *For defects en route or at destination.* Fifteen percent for tomatoes in any lot which fail to meet the requirements for this grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects listed:

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[2] Shipping point, as used in these standards, means the point of origin of the shipment in producing area or at port of loading for ship stores or overseas shipment, or in the case of shipments from outside the continental United States, the port of entry into the United States.

(i) Five percent for tomatoes which are soft or affected by decay;

(ii) Ten percent for tomatoes which are very seriously damaged by shoulder bruises or by discolored or sunken scars on any parts of the tomatoes; and,

(iii) Ten percent for tomatoes which are otherwise defective: *And provided further*, That not more than 5 percent shall be allowed for tomatoes which are very seriously damaged by insects.

(e) *For off size.* Ten percent for tomatoes in any lot which are smaller than the specified minimum diameter, or larger than the specified maximum diameter.

(f) *For off color.* Ten percent for tomatoes in any lot which fail to meet the color specified, including therein not more than 5 percent for tomatoes which are green in color, when any term other than "Green" is specified.

APPLICATION OF TOLERANCES

§ 51.1862 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations:

(a) For packages which contain more than 5 pounds (2.27 kg), and a tolerance of 10 percent or more is provided, individual packages shall have not more than 1½ times the tolerance specified, and for a tolerance of less than 10 percent individual packages shall have not more than double the tolerance specified, except that at least one defective and one off size specimen may be allowed in any package: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade; and,

(b) For packages which contain 5 pounds (2.27 kg) or less individual packages shall have not more than 4 times the tolerance specified, except that at least one tomato which is soft, or affected by decay, and one off-size specimen may be permitted in any package: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade.

STANDARD WEIGHT

§ 51.1863 Standard weight.

(a) When packages are marked to a net weight of 15 pounds (6.80 kg) or more, the net weight of the contents shall not be less than the designated net weight and shall not exceed the designated weight by more than 2 pounds (0.91 kg).

(b) In order to allow for variations incident to proper sizing, not more than 15 percent, by count, of the packages in any lot may fail to meet the requirements for standard weight.

DEFINITIONS

§ 51.1864 Similar varietal characteristics.

"Similar varietal characteristics" means that the tomatoes are alike as to firmness of flesh and shade of color (for example, soft-fleshed, early maturing varieties are not mixed with firm-fleshed, midseason or late varieties, or bright red varieties mixed with varieties having a purplish tinge).

§ 51.1865 Mature.

"Mature" means that the tomato has reached the stage of development which will insure a proper completion of the ripening process, and that the contents of two or more seed cavities have developed a jelly-like consistency and the seeds are well developed.

§ 51.1866 Soft.

"Soft" means that the tomato yields readily to slight pressure.

§ 51.1867 Clean.

"Clean" means that the tomato is practically free from dirt or other foreign material.

§ 51.1868 Well developed.

"Well developed" means that the tomatoe shows normal growth. Tomatoes which are ridged and peaked at the stem end, contain dry tissue, and usually contain open spaces below the level of the stem scar, are not considered well developed.

§ 51.1869 Fairly well formed.

"Fairly well formed" means that the tomato is not more than moderately kidney-shaped, lop-sided, elongated, angular, or otherwise moderately deformed.

§ 51.1870 Fairly smooth.

"Fairly smooth" means that the tomato is not conspicuously ridged or rough.

§ 51.1871 Damage.

"Damage" means any specific defect described in § 51.1877, table II; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the tomato.

§ 51.1872 Reasonably well formed.

"Reasonably well formed" means that the tomato is not decidedly kidney-shaped, lop-sided, elongated, angular, or otherwise decidedly deformed.

§ 51.1873 Slightly rough.

"Slightly rough" means that the tomato is not decidedly ridged or grooved.

§ 51.1874 Serious damage.

"Serious damage" means any specific defect described in § 51.1877, table II; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the tomato.

§ 51.1875 Misshapen.

"Misshapen" means that the tomato is decidedly kidney-shaped, lop-sided, elongated, angular or otherwise decidedly deformed: *Provided*, That the shape is not affected to an extent that the appearance or the edible quality of the tomato is very seriously affected.

§ 51.1876 Very serious damage.

"Very serious damage" means any specific defect described in § 51.1877, Table II; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which very seriously detracts from the appearance, or the edible or marketing quality of the tomato.

§ 51.1877 Classification of defects.

TABLE II

REFERENCES TO AREA, AGGREGATE AREA, LENGTH OR AGGREGATE LENGTH ARE BASED ON A TOMATO HAVING A DIAMETER OF 2½ INCHES (64 MM)[1]

[See footnote at end of Table II]

Factor	Damage	Serious damage	Very serious damage
Cuts and broken skins	Not shallow or not well healed, or shallow, well healed cut more than ½ inch (13 mm) in length, or other shallow, well healed skin breaks aggregating more than a circle ⅜ inch (10 mm) in diameter.	Not shallow or not well healed, or shallow, well healed cut more than ½ inch (13 mm) in length, or other shallow, well healed skin breaks aggregating more than a circle ½ inch (13 mm) in diameter.	Fresh or healed and extending through the tomato wall.
Puffiness	Open space in 1 or more locules materially detracts from appearance of tomato cut through center at right angles to a line from stem to blossom end.	Open space in 1 or more locules seriously detracts from appearance of tomato cut through center at right angles to a line from stem to blossom end.	Open space in 2 or more locules very seriously detracts from appearance of tomato cut through center at right angles to a line from stem to blossom end.
Catfaces	Scars are rough or deep, channels are very deep or wide, channels extend into a locule, or a fairly smooth catface aggregating more than a circle ½ inch (13 mm) in diameter.	Scars are rough or deep, channels are very deep or wide, channels extend into a locule, or a fairly smooth catface aggregating more than a circle ¾ inch (19 mm) in diameter.	Channels extend into the locule, wall has been weakened to the extent that slight pressure will cause a tomato to leak, or a fairly smooth catface aggregating more than a circle 1 inch (25 mm) in diameter.
Scars (other than catfaces)	No depth and aggregating more than a circle ⅜ inch (10 mm) in diameter.	No depth and aggregating more than a circle ⅝ inch (16 mm) in diameter.	No depth and aggregating more than a circle 1 inch (25 mm) in diameter.

TABLE II—Continued

REFERENCES TO AREA, AGGREGATE AREA, LENGTH OR AGGREGATE LENGTH ARE BASED ON A TOMATO HAVING A DIAMETER OF 2 1/2 INCHES (64 MM)[1]

[See footnote at end of Table II]

Factor	Damage	Serious damage	Very serious damage
Growth cracks (radiating from or concentric to stem scar)	Not well healed, more than 1/8 inch (3 mm) in depth, individual radial cracks more than 1/2 inch (13 mm) in length, aggregate length of all radial cracks more than 1 inch (25 mm) measured from edge of stem scar. Any lot of tomatoes which are at least turning may have cracks which are not well healed provided they are not leaking	Not well healed, more than 1/8 inch (3 mm) in depth, individual radial cracks more than 3/4 inch (19 mm) in length, aggregate length of all radial cracks more than 1 3/4 inches (44 mm) measured from edge of stem scar. Any lot of tomatoes which are at least turning may have cracks which are not well healed provided they are not leaking	Not well healed, more than 1/4 inch (6 mm) in depth, individual radial cracks more than 1 inch (25 mm) in length, aggregate length of all radial cracks more than 2 7/8 inches (73 mm) measured from edge of stem scar. Any lot of tomatoes which are at least turning may have cracks which are not well healed provided they are not leaking, not more than 1/8 inch (3 mm) in depth, individual radial cracks are not more than 3/4 inch (19 mm) in length
Hail	Deep, rough, not well healed and corked over, or fairly smooth, shallow hailmarks aggregating more than a circle 3/8 inch (10 mm) in diameter	Deep, rough, not well healed and corked over, or fairly smooth, shallow hailmarks aggregating more than a circle 5/8 inch (16 mm) in diameter	Fresh, very deep or fairly smooth, shallow hailmarks aggregating more than a circle 1 inch (25 mm) in diameter
Insect injury	Materially detracts from the appearance of any insect is present in the fruit	Seriously detracts from the appearance of any insect is present in the fruit	Very seriously detracts from the appearance of any insect is present in the fruit

[1] Conversion to metric equivalent, made to nearest whole millimeter.

[38 FR 23932, Sept. 5, 1973, as amended at 38 FR 32920, Nov. 29, 1973. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

Subpart—United States Consumer Standards for Fresh Tomatoes

SOURCE: 18 FR 7144, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.1900 General.

These standards apply only to field-grown tomatoes and not to tomatoes grown in greenhouses.

GRADES

§ 51.1901 U.S. Grade A.

U.S. Grade A shall consist of tomatoes of similar varietal characteristics which are mature and are at least turning (see § 51.1904), but are not overripe or soft which are well developed, at least fairly well formed, fairly smooth, free from soft rot, freezing injury, and from damage caused by dirt, bruises, cuts, shriveling, sunscald, sunburn, puffiness, catfaces, growth cracks, scars, dry rot, other diseases, insects, hail, or mechanical or other means. Tomatoes on the shown face shall be reasonably representative in size and quality of the contents of the container. (See § 51.1903.)

(a) Incident to proper grading and handling, except for maturity, not more than 5 percent, by count, of the tomatoes in any lot may fail to meet the requirements of the grade, including not more than 1 percent for tomatoes which are affected by soft rot.

§ 51.1902 U.S. Grade B.

U.S. Grade B shall consist of tomatoes of similar varietal characteristics which are mature and are at least turning (see § 51.1904), but are not overripe or soft and not badly misshapen; which are free from soft rot, freezing injury and from serious damage caused by dirt, bruises, cuts, shriveling, sunscald, sunburn, puffiness, catfaces, growth cracks, scars, dry rot, other diseases, insects hail, or mechanical or other means Tomatoes on the shown face shall be reasonably representative in size and quality of the contents of the container. (See § 51.1903.)

(a) Incident to proper grading and handling, except for maturity, not more than 5 percent, by count, of the tomatoes in any lot may fail to meet the requirements of the grade, including not more than 1 percent for tomatoes which are affected by soft rot.

SIZE AND MATURITY CLASSIFICATION

§ 51.1903 Size classification.

The following terms may be used for describing the size of the tomatoes in any lot:

Small	Medium
Under 3 oz	3 to 6 oz., inc

Large	Very Large
Over 6 to 10 oz., inc	Over 10 oz

(a) The tomatoes may also be classed in terms of combinations of the above sizes, as "Small to Medium," "Medium to Large," "Small to Very Large," etc., in accordance with the facts.

(b) Incident to proper sizing, not more than 10 percent, by count, of the tomatoes in any lot may vary from the size specified.

§ 51.1904 Maturity classification.

Tomatoes which are characteristically red when ripe, but are not overripe or soft, may be classified for maturity as follows:

(a) Turning, when at least some part of the surface of the tomato, but less than one-half of the surface in the aggregate, is covered with pink color.

(b) Pink, when the tomato shows from one-half to three-fourths of the surface in the aggregate covered with pink or red color.

(c) Hard ripe, when the tomato shows three-fourths or more of the surface in the aggregate covered with pink or red color.

(d) Firm ripe, when the tomato shows three-fourths or more of the surface in the aggregate covered with red color characteristic of reasonably well ripened tomatoes.

(e) Incident to proper maturity determination, not more than a total of 10 percent, by count, of the tomatoes in any lot may fail to meet the maturity specified: *Provided,* That not more than 5 percent shall be allowed for tomatoes which are immature or are overripe or soft.

OFF-GRADE

§ 51.1905 Off-Grade tomatoes.

Tomatoes which fail to meet the requirements of either of the foregoing grades shall be Off-Grade tomatoes.

DEFINITIONS

§ 51.1906 Similar varietal characteristics.

"Similar varietal characteristics" means that the tomatoes are alike as to color, i.e., bright red varieties shall not be mixed with varieties which have a purplish tinge.

§ 51.1907 Mature.

"Mature" means that the tomato has reached the stage of development which will insure a proper completion of the ripening process.

§ 51.1908 Well developed.

"Well developed" means that the tomato shows normal growth. Tomatoes which are ridged and peaked at the stem end, contain dry tissue and usually open spaces, are not considered well developed.

§ 51.1909 Fairly well formed.

"Fairly well formed" means that the tomato is not decidedly kidney-shaped, lopsided, elongated, angular, or otherwise deformed.

§ 51.1910 Fairly smooth.

"Fairly smooth" means that the tomato is not conspicuously ridged or rough.

§ 51.1911 Damaged.

"Damaged" means any defect which materially affects the appearance, or edible, shipping or keeping quality of the tomatoes. Any one of the following defects or any combination thereof, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Cuts which are not shallow, not well healed, or when more than ½ inch in length.

(b) Puffiness if the open space in one or more locules materially affects the appearance when the tomato is cut through the center at right angles to a line running from the stem to the blossom end.

(c) *Catfaces.* These are irregular, dark, leathery scars at the blossom end of the fruit. Such scars damage the tomato when they are rough or deep, or when channels extend into the locule, or when they are fairly smooth and greater in area than a circle ⅜ inch in diameter on a 2½ inch tomato. Smaller tomatoes shall have lesser areas of fairly smooth catfaces and larger tomatoes may have greater areas, provided that such catfaces do not affect the appearance of the tomatoes to a greater extent than that caused by fairly smooth catfaces which are permitted on a 2½ inch tomato.

(d) *Growth cracks.* These are ruptures or cracks radiating from the stem scar, or concentric to the stem scar. They damage the tomato when not well healed, or when more than ½ inch in length measured from the margin of the stem scar: except that very narrow, well healed cracks concentric to the stem scar shall not be considered as damage unless they are so numerous as to damage the appearance of the fruit.

(e) Scars (except catfaces), when dark colored and shallow and aggregating more than ¼ inch in diameter on a tomato 2½ inches in diameter, or lighter colored shallow scars covering a greater area when they detract from the appearance to a greater extent than a dark-colored, shallow scar ¼ inch in diameter. Smaller tomatoes shall have lesser areas of scars and larger tomatoes may have greater areas: *Provided,* That such scars do not affect the appearance of the tomatoes to a greater extent than that caused by scars which are permitted on a 2½-inch tomato. A scar which penetrates the wall of the tomato shall be considered as damage.

(f) Dry rot such as dry type Macrosporium or Phoma, when the spot is not adjacent to the stem scar, or when adjacent to the stem scar and more than 3/16 inch in diameter.

§ 51.1912 Badly misshapen.

"Badly misshapen" means that the tomato is so badly deformed that its appearance is seriously affected.

§ 51.1913 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or edible, shipping, or keeping quality of the tomatoes. Any one of the following defects or any combination thereof, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Soft ripe tomatoes or tomatoes affected by the soft rot.

(b) Fresh holes or cuts, or any holes or cuts through the tomato wall, or healed cuts which seriously affect the appearance of the tomato.

(c) Tomatoes showing any effects of freezing.

(d) Puffiness which causes the tomato to be distinctly light in weight.

(e) Growth cracks, when not well healed, or when so extensive, deep or discolored that the appearance of the tomato is seriously affected.

(f) Scars (except catfaces), when dark colored and shallow and aggregating more than ½ inch in diameter on a tomato 2½ inches in diameter, or lighter colored, shallow scars covering a greater area when they detract from the appearance to a greater extent than a darkcolored, shallow scar ½ inch in diameter. Smaller tomatoes shall have lesser areas of scars and larger tomatoes may have greater areas: *Provided,* That such scars do not affect the appearance of the tomatoes to a greater extent than that caused by scars which are permitted on a 2½-inch tomato.

(g) Dry rot such as dry type Macrosporium or Phoma, when the spot is not adjacent to the stem scar, or when adjacent to the stem scar and more than ¼ inch in diameter.

(h) Fruit actually infested with worms.

Subpart—United States Standards for Green Tomatoes for Processing

SOURCE: 18 FR 7145, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1930 U.S. No. 1.

U.S. No. 1 shall consist of tomatoes which are green in color, fairly firm, free from decay, stems and worms, and are free from damage caused by growth cracks, worm holes, scars, catfaces, sunburn, sunscald, freezing, disease, or mechanical or other means. (See § 51.1933.)

§ 51.1931 U.S. No. 2.

U.S. No. 2 shall consist of tomatoes which do not meet the requirements of the foregoing grade, but are green in color, and are free from worms, and from damage caused by worm holes, and which are free from serious damage by any cause. (See § 51.1933.)

CULLS

§ 51.1932 Culls.

Culls are tomatoes which fail to meet the requirements of either of the foregoing grades.

SIZE

§ 51.1933 Minimum size.

The minimum size may be fixed by agreement between buyer and seller. Tomatoes below the specified minimum size shall be classed as culls.

DEFINITIONS

§ 51.1934 Green in color.

"Green in color" means that the surface of the tomato shows no pink or red color.

§ 51.1935 Damage.

"Damage" means any injury which cannot be removed in the ordinary process of trimming without a loss of more than 10 percent, by weight, of the tomato in excess of that which would occur if the tomato were perfect. The following shall be considered damage:

(a) Worm holes, when the injury has penetrated beneath the outer wall of the tomato to the extent that the injury has damaged the tomato for processing.

§ 51.1936 Serious damage.

"Serious damage" means any injury which cannot be removed in the ordinary process of trimming without a loss of more than 20 percent, by weight, of the tomato in excess of that which would occur if the tomato were perfect.

Subpart—United States Standards for Currants for Processing

SOURCE: 18 FR 7146, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1950 U.S. No. 1.

U.S. No. 1 consists of currants of similar type which are not separated from the stems and which are well colored, free from mold and decay and free from damage resulting from being distinctly immature, overmature, crushed, dried and shriveled, and free from damage caused by leaves or pieces of leaves, dirt or other foreign matter, disease, insects, mechanical or other means.

(a) In order to allow for variations incident to proper handling, not more than a total of 10 percent, by weight, of the currants in any lot may fail to meet the requirements of this grade: *Provided*, That, not more than one-tenth of this amount, or 1 percent, shall be allowed for currants affected by mold or decay or which are seriously damaged by insects.

§ 51.1951 U.S. No. 2.

U.S. No. 2 consists of currants which meet the requirements for U.S. No. 1 grade except for the increased tolerances for defects specified as follows:

(a) In order to allow for variations incident to proper handling, not more than a total of 20 percent, by weight, of the currants in any lot may fail to meet the requirements of this grade: *Provided*, That, not more than one-tenth of this amount, or 2 percent, shall be allowed for currants affected by mold or decay or which are seriously damaged by insects.

APPLICATION OF TOLERANCES

§ 51.1952 Application of tolerances and determination of grade.

The tolerances for the preceding grades are to be applied to the entire lot. Scoring of defects shall be on a bunch basis except that the percentage of loose berries shall be calculated on the basis of weight and added to the percentage of other defects.

UNCLASSIFIED

§ 51.1953 Unclassified.

Unclassified consists of currants which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

DEFINITIONS

§ 51.1954 Similar type.

"Similar type" means that the currants are similar in color. For example, red varieties shall not be mixed with white varieties.

§ 51.1955 Well colored.

"Well colored" means that the berries show the color characteristic of well ripened currants for the type or variety.

§ 51.1956 Mold.

"Mold" means any surface mold that is plainly visible to the naked eye.

§ 51.1957 Damage.

"Damage" means any injury or defect which materially affects the appearance or the processing quality of the currants. The following shall be considered as damage:

(a) Distinctly immature, when the currants are of a light pink, whitish, or green color in the case of varieties which are characteristically red when well ripened, or when the currants are greenish color in the case of types or varieties which are characteristically white in color when well ripened.

(b) Overmature, when the currants have advanced to the stage where the berries are soft, leaking and are dull in appearance.

(c) Dried and shriveled, when the berries are appreciably lacking in juice and are "wrinkled" and have a "raisined" appearance.

§ 51.1958 Seriously damaged by insects.

"Seriously damaged by insects" means that there is present one or more insects on the bunch.

Subpart—United States Standards for Grades of Watermelons[1]

SOURCE: 42 FR 63381, Dec. 16, 1977, unless otherwise noted. Redesignated at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.1970 U.S. Fancy.

"U.S. Fancy" consists of watermelons which meet the following requirements:

(a) Basic requirements:

(1) Mature;

(2) Similar varietal characteristics;

(3) Fairly well formed;

(4) Not overripe;

(b) Free from:

(1) Anthracnose;

(2) Decay;

(3) Sunscald;

(4) Whiteheart;

(c) Free from damage by any means. See § 51.1982.

(d) For tolerances see § 51.1973t.

§ 51.1971 U.S. No. 1.

"U.S. No. 1" consists of watermelons which meet the following requirements:

(a) Basic requirements:

(1) Mature;

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[1] Compliance with the provisions of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug and Cosmetic Act, or with applicable State laws and regulations.

(2) Similar varietal characteristics;
(3) Fairly well formed;
(4) Not overripe;
(b) Free from:
(1) Anthracnose;
(2) Decay;
(3) Sunscald;
(c) Free from damage by any means. See § 51.1982.
(d) For tolerances see § 51.1973.

§ 51.1972 U.S. No. 2.

"U.S. No. 2" consists of watermelons which meet the following requirements:

(a) Basic requirements:
(1) Mature;
(2) Similar varietal characteristics;
(3) Not overripe;
(4) Not badly misshapen;
(b) Free from:
(1) Antracnose;
(2) Decay;
(3) Sunscald;
(c) Free from serious damage by any means. See § 51.1983.
(d) For tolerances see § 51.1973.

TOLERANCES

§ 51.1973 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by count, shall be permitted in any lot:

(a) *U.S. Fancy*—(1) *For defects at shipping point.*[2] 8 percent for watermelons which fail to meet the requirements of this grade: *Provided*, That included in this amount not more than 4 percent shall be allowed for defects causing serious damage: *And provided further*, That included in this latter amount not more than 1 percent shall be allowed for watermelons which are affected by Whiteheart, Sunscald, Anthracnose or decay.

(2) *En route or at destination.* 10 percent for watermelons which fail to meet the requirements of this grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 8 percent for watermelons having permanent defects including therein not more than 4 percent for permanent defects causing serious damage.

(ii) 8 percent for watermelons having condition defects including therein not more than 4 percent for condition defects causing serious damage and included in this latter amount not more than 2 percent shall be allowed for watermelons affected by Whiteheart, Sunscald, Anthracnose or decay.

(b) *U.S. No. 1*—(1) *For defects at shipping point.*[2] 10 percent for watermelons which fail to meet the requirements of this grade: *Provided*, That included in this amount not more than 5 percent shall be allowed for defects causing serious damage: *And provided further*, That included in this latter amount not more than 3 percent shall be allowed for watermelons affected by Anthracnose and nor more than 1 percent shall be allowed for watermelons affected by decay.

(2) *En route or at destination.* 12 percent for watermelons which fail to meet the requirements of this grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 10 percent for watermelons having permanent defects including therein not more than 5 percent for permanent defects causing serious damage.

(ii) 10 percent for watermelons having condition defects including therein not more than 5 percent for Anthracnose or other condition defects causing serious damage and included in this later amount not more than 2 percent shall be allowed for watermelons affected by decay.

(c) *U.S. No. 2*—(1) *For defects at shipping point.*[2] 10 percent for watermelons which fail to meet the requirements of this grade: *Provided*, That included in this amount not more than 6 percent shall be allowed for watermelons affected by Anthracnose and not more than 1 percent shall be allowed for watermelons affected by decay.

(2) *En route or at destination.* 12 percent for watermelons which fail to

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[2] Shipping points, as used in these standards, means the point of origin of the shipment in the producing area or at port of loading for ship stores for overseas shipments, or, in the case of shipments from outside of the continental United States, the port of entry into the United States.

meet the requirements of this grade: *Provided,* That included in this amount not more than 2 percent shall be allowed for watermelons affected by decay.

APPLICATION OF TOLERANCES

§ 51.1974 Application of tolerances.

In order to meet the requirements of a specified grade the average percentage of defective watermelons in the lot, based on sample inspection, shall be within the tolerance specified, and the number of defective watermelons in individual samples in the lot shall be within the limitations set forth in the following table:

TABLE I—MAXIMUM NUMBER OF DEFECTIVE WATERMELONS PERMITTED IN ANY SAMPLE

Lot tolerance, percent	Total [1]
12	5
10	4
8	3
6	3
5	2
4	2
3	2
2	1
1	1

[1] Number of watermelons per 20 count sample

SAMPLE FOR GRADE AND SIZE DETERMINATION

§ 51.1975 Sample for grade and size determination.

Each sample shall consist of 20 watermelons. When individual containers contain at least 20 watermelons, the sample is drawn from one container; when individual containers contain less than 20 watermelons, a sufficient number of adjoining containers are opened to form a 20 count sample.

SIZE

§ 51.1976 Size.

Size may be specified in terms of average weight, minimum weight or minimum and maximum weight.

(a) When the size of watermelons is stated in terms of average weight, unless otherwise specified, the melons in any lot averaging less than 30 pounds (13.6 kgs.) shall not vary more than 3 pounds (1.4 kgs.) below the stated average, and the melons in any lot averaging 30 pounds (13.6 kgs.) or more shall not vary more than 5 pounds (2.3 kgs.) below the stated average.

TABLE II

Average weight		Minimum weight (unless otherwise specified)		Tolerances permitted for melons below the minimum weight (percent)
Pounds	Kilograms	Pounds	Kilograms	
20	9.1	17	7.7	5
22	10.1	19	8.6	5
24	10.9	21	9.5	5
26	11.8	23	10.4	5
28	12.7	25	11.3	5
30	13.6	25	11.3	5
32	14.5	27	12.2	5
34	15.4	29	13.2	5
36	16.3	31	14.1	5
38	17.2	33	15.0	5
40	18.1	35	15.9	5
42	19.0	37	16.8	5

(b) In order to allow for variations incident to proper sizing, not more than 5 percent, by count, of the watermelons in any lot may be below the minimum size requirements: *Provided,* That when minimum and maximum weights are specified, not more than 5 percent, by count, may be below the specified minimum weight and not more than 5 percent, may be above the specified maximum weight.

DEFINITIONS

§ 51.1977 Mature.

"Mature" means that the watermelon has reached the stage of development at which the flesh is at least fairly sweet and shows characteristic color of a mature watermelon for the variety.

§ 51.1978 Fairly well formed.

"Fairly well formed" means that the watermelons have characteristic shape but not necessarily the perfect type of the variety. They may be tapered at the ends or slightly constricted.

§ 51.1979 Similar varietal characteristics.

"Similar varietal characteristics" means that the watermelons are similar in shape and color.

§ 51.1980 Overripe.

"Overripe" means that a watermelon has reached such an advanced stage of maturity that the flesh becomes mealy, less juicy or has an insipid taste.

§ 51.1981 Badly misshapen.

"Badly misshapen" means that the watermelons are bottlenecks or gourdnecks.

§ 51.1982 Damage.

"Damage" means any specific defect described in § 51.1986, Table III, or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which materially detracts from the appearance, or the edible or marketing quality of the watermelons.

§ 51.1983 Serious damage.

"Serious damage" means any specific defect described in § 51.1986, Table III, or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the watermelons.

§ 51.1984 Permanent defects.

"Permanent defects" means defects which are not subject to change during shipment or storage; including, but not limited to scars, hollow heart or immature watermelons.

§ 51.1985 Condition defects.

"Condition defects" means defects which are subject to change during shipment or storage, including but not limited to decay, Anthracnose or sunburn.

§ 51.1986 Classification of defects.

TABLE III

Factor	Damage	Serious damage[1]
Sunburn	Area exceeds 9 sq. in. (58 sq. cm) of greenish-yellow sunburn of a 25-lb. (11.3 kg) watermelon.	Area exceeds 12 sq. in. (77 sq. cm) of greenish-yellow sunburn on a 25-lb. (11.3 kg) watermelon.
Hail, rind worm injury, scars and other similar defects except anthracnose	Aggregating more than 5 sq. in. (32 sq. cm) on a 25-lb. (11.3 kg) watermelon.	Aggregating more than 12 sq. in. (77 sq. cm) on a 25-lb. (11.3 kg) watermelon.
Whiteheart	A hard white streak of flesh extending through the heart of the watermelon exceeding a circle ¼ in. (6 mm) in diameter.	A hard white streak of flesh extending through the heart of the watermelon exceeding a circle ½ in. (13 mm) in diameter.
Hollow heart	Cracks aggregating more than 1¼ in. (33 mm) in width on a 25-lb. (11.3 kg) long-type watermelon or the aggregate width exceeds 2 in. (51 mm) on a 25-lb. (11.3 kg) round-type watermelon.	Cracks aggregating more than 1½ in. (38 mm) in width on a 25-lb. (11.3 kg) long-type watermelon or the aggregate width exceeds 2½ in. (64 mm) on a 25-lb. (11.3 kg) round-type watermelon.
Internal rind spot	Aggregate area exceeds a circle 1 in. (25 mm) in diameter.	Aggregate area exceeds a circle of 1½ in. (38 mm) in diameter or when any spot penetrates the flesh.
Soft ends	End yields readily to slight pressure applied by palm of the hand or shriveling is associated with the soft end.	
Transit rubs	Aggregating more than 5 sq. in. (32 sq. cm) of medium brown discoloration on a 25-lb. (11.3 kg) watermelon.	Aggregating more than 12 sq. in. (77 sq. cm) of medium brown discoloration on a 25-lb. (11.3 kg) watermelon.
Bruises	Side bruises over 3 in. (76.2 mm) in diameter and sunken.	Over 5 in. (127 mm) in diameter and sunken or soft and springly with underlying flesh water-soaked.
	End bruises over 2 in. (50.8 mm) in diameter and sunken.	Over 2 in. (50.8 mm) in diameter with underlying flesh water-soaked.

[1] The following defects are considered serious damage when present in any degree: Sunscald, immaturity, anthracnose, overripe and decay.

[42 FR 63381, Dec. 16, 1977; 42 FR 64639, Dec. 27, 1977. Redesignated at 46 FR 63203, Dec. 31, 1981]

OPTIONAL INTERNAL QUALITY REQUIREMENTS

§ 51.1987 Optional internal quality requirements.

The following internal quality requirements may be specified in connection with the grade.

(a) "Very good internal quality" means that the combined juice from the edible portion of a sample of watermelons selected at random contains not less than 10 percent soluble solids as determined by an approved refractometer.

(b) "Good internal quality" means that the combined juice from the edible portion of a sample of watermelons selected at random contains not less than 8 percent soluble solids as determined by an approved refractometer.

Subpart—United States Standards for Grades of Filberts in the Shell[1]

SOURCE: 35 FR 11453, July 17, 1970, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADE

§ 51.1995 U.S. No. 1.

"U.S. No. 1" consists of filberts in the shell which meet the following requirements:

(a) Similar type; and,

(b) Dry.

(c) Shells:

(1) Well formed; and,

(2) Clean and bright.

(3) Free from:

(i) Blanks; and,

(ii) Broken or split shells.

(4) Free from damage caused by:

(i) Stains; and,

(ii) Adhering husk; or,

(iii) Other means.

(d) Kernels:

(1) Reasonably well developed; and,

(2) Not badly misshapen.

(3) Free from:

(i) Rancidity;

(ii) Decay;

(iii) Mold; and,

(iv) Insect injury.

(4) Free from damage caused by:

(i) Shriveling; and,

(ii) Discoloration; or,

(iii) Other means.

(e) Size: The size shall be specified in connection with the grade in terms of minimum diameter, minimum and maximum diameters, or in accordance with one of the size classifications in Table I.

TABLE I

Size classifications	Maximum size—Will pass through a round opening of the following size	Minimum size—Will not pass through a round opening of the following size
Round type varieties		
Jumbo	No maximum	56/64 inch
Large	56/64 inch	49/64 inch
Medium	49/64 inch	45/64 inch
Small	45/64 inch	No minimum
Long type varieties		
Jumbo	No maximum	47/64 inch
Large	47/64 inch	43/64 inch
Medium	43/64 inch	38/64 inch
Small	38/64 inch	No minimum

(f) Tolerances: In order to allow for variations incident to proper grading and handling, the following tolerances, by count, are permitted as specified:

(1) *For mixed types.* 20 percent for filberts which are of a different type.

(2) *For defects.* 10 percent for filberts which are below the requirements of this grade: *Provided,* That not more than one-half of this amount or 5 percent shall consist of blanks, and not more than 5 percent shall consist of filberts with rancid, decayed, moldy or insect injured kernels, including not more than 3 percent for insect injury.

(3) *For off-size.* 15 percent for filberts which fail to meet the requirements for thesize specified, but not

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug and Cosmetic Act or with other applicable State laws and regulations.

more than two-thirds of this amount, or 10 percent shall consist of undersize filberts.

APPLICATION OF STANDARDS

§ 51.1996 Application of standards.

(a) The grade of a lot of filberts shall be determined on the basis of a composite sample drawn from containers in various locations in the lot. However, any container or group of cantainers in which the filberts are obviously of a quality, type or size materially different from that in the majority of containers shall be considered a separate lot, and shall be sampled separately.

(b) In grading the sample, each filbert shall be examined for defects of the shell before being cracked for kernel examination. A filbert shall be classed as only one defective nut even though it may be defective externally and internally.

DEFINITIONS

§ 51.1997 Similar type.

"Similar type" means that the filberts in each container are of the same general type and appearance. For example, nuts of the round type shall not be mixed with those of the long type in the same container.

§ 51.1998 Dry.

"Dry" means that the shell is free from surface moisture, and that the shells and kernels combined do not contain more than 10 percent moisture.

§ 51.1999 Well formed.

"Well formed" means that the filbert shell is not materially misshapen.

§ 51.2000 Clean and bright.

"Clean and bright" means that the individual filbert and the lot as a whole are practically free from adhering dirt and other foreign material, and that the shells have characteristic color.

§ 51.2001 Blank.

"Blank" means a filbert containing no kernel or a kernel filling less than one-fourth the capacity of the shell.

§ 51.2002 Split shell

"Split shell" means a shell having any crack which is open and conspicuous for a distance of more than one-fourth the circumference of the shell, measured in the direction of the crack.

§ 51.2003 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which materially detracts from the appearance, or the edible or marketing quality of the filberts. The following specific defects shall be considered as damage:

(a) Stains which are dark and materially affect the appearance of the individual shell.

(b) Adhering husk when covering more than 5 percent of the surface of the shell in the aggregate.

(c) Shriveling when the kernel is materially shrunken, wrinkled, leathery or tough.

(d) Discoloration when the appearance of the kernel is materially affected by black color.

§ 51.2004 Reasonably well developed.

"Reasonably well developed" means that the kernel fills one-half or more of the capacity of the shell.

§ 51.2005 Badly misshapen.

"Badly misshapen" means that the kernel is so malformed that the appearance is materially affected.

§ 51.2006 Rancidity.

"Rancidity" means that the kernel is noticeably rancid to the tate. An oily appearance of the flesh does not necessarily indicate a rancid condition.

§ 51.2007 Moldy.

"Moldy" means that there is a visible growth of mold either on the outside or the inside of the kernel.

§ 51.2008 Insect injury.

"Insect injury" means that the insect, frass or web is present inside the nut or the kernel shows definite evidence of insect feeding.

METRIC CONVERSION TABLE

§ 51.2009 Metric conversion table.

Inches	Millimeters (mm)
62/64	24.6
59/64	23.4
56/64	22.2
49/64	19.4
48/64	19.0
47/64	18.6
45/64	17.9
44/64	17.5
42/64	16.7
35/64	13.9
34/64	13.5

Subpart—United States Standards for Blueberries for Processing

SOURCE: 18 FR 7147, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.2025 General.

These standards apply to species of the genus Vaccinium which contain numerous small seeds that are barely noticeable and not to the true huckleberries of the genus Gaylussacia which contain 10 large seeds with bony coverings.

GRADES

§ 51.2026 U.S. No. 1.

U.S. No. 1 shall consist of blueberries which internally are free from worms, and are free from other kinds of berries, clusters, large stems, leaves and other foreign material, distinctly immature berries, and free from damage caused by visible mold and decay, shriveling, dirt, overmaturity, or other means.

(a) In order to allow for variations incident to proper handling, the following tolerances shall be permitted for grade defects in a half-pint cup sample:

(b) Not more than a total of 5 leaves and other foreign material, not more than a total of 20 distinctly immature berries, clusters and large stems, and not more than 3 berries other than blueberries. No tolerance shall be allowed for large pieces of foreign material.

§ 51.2027 U.S. No. 2.

U.S. No. 2 shall consist of blueberries which meet all the requirements of U.S. No. 1 grade except that the blueberries shall be free from serious damage caused by shriveling, overmaturity, and except for the increased tolerances specified in this section.

(a) In order to allow for variations incident to proper handling, the following tolerances shall be permitted for grade defects in a half-pint cup sample:

(1) Not more than a total of 15 leaves and other foreign material, not more than a total of 40 distinctly immature berries, clusters, and large stems, and not more than 5 berries other than blueberries. No tolerance shall be allowed for large pieces of foreign material.

§ 51.2028 U.S. No. 3.

U.S. No. 3 shall consist of blueberries which meet all the requirements of U.S. No. 1 grade except that the blueberries shall be free from serious damage caused by overmaturity and from very serious damage caused by shriveling and except for the increased tolerances specified in this section.

(a) In order to allow for variations incident to proper handling, the following tolerances shall be permitted for grade defects in a half-pint cup sample:

(1) Not more than a total of 20 leaves and other foreign material, not more than a total of 70 distinctly immature berries, clusters and large stems, and not more than 12 berries other than blueberries. No tolerance shall be allowed for large pieces of foreign material.

UNCLASSIFIED

§ 51.2029 Unclassified.

Unclassified shall consist of blueberries which have not been classified in accordance with the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

DEFINITIONS

§ 51.2030 Other kinds of berries.

"Other kinds of berries" means bunchberries, cranberries, or any other berries not of the genus Vaccinium.

§ 51.2031 Clusters.

"Clusters" means three of more capstems, with or without berries, attached to a main stem. Capstems are those small stems by means of which the individual berry is attached to the main stem.

§ 51.2032 Large stems.

"Large stems" means stems other than capstems which are over ¼ inch in length.

§ 51.2033 Other foreign material.

"Other foreign material" means sticks, stones, moss or other extraneous material except dirt and leaves.

§ 51.2034 Distinctly immature berries.

"Distinctly immature berries" means that the berries are green, or whitish due to immaturity.

§ 51.2035 Damage.

"Damage" means any injury or defect which materially affects the appearance, or the processing quality of the blueberries. The following shall be considered as damage:

(a) Shriveling, when more than one-fourth of the blueberries in any lot, by volume, are badly wilted, withered or shriveled.

(b) Dirt, when it cannot be removed from the blueberries in the ordinary washing process.

(c) Overmaturity, when the appearance and processing quality of the lot of blueberries is materially affected by berries which have a dull appearance and are sticky from leaking berries.

§ 51.2036 Serious damage.

"Serious damage" means any injury or defect which seriously affects the appearance, or the processing quality of the blueberries. The following shall be considered as serious damage:

(a) Shriveling, when more than one-third of the blueberries in any lot, by volume, are badly wilted, withered or shriveled.

(b) Overmaturity, when the appearance and processing quality fo the lot of blueberries is seriously affected by blueberries which have a dull appearance and are sticky from leaking berries.

§ 51.2037 Very serious damage caused by shriveling.

"Very serious damage caused by shriveling" means that more than one-half of the blueberries in any lot, by volume, are badly wilted, withered or shriveled.

Subpart—United States Consumer Standards for Brussels Sprouts

SOURCE: 18 FR 7148, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2050 U.S. Grade A.

U.S. Grade A shall consist of Brussels sprouts which are well colored and not withered or burst and which are firm, clean, well trimmed, and free from soft rot and seedstems, and free from damage caused by discoloration, freezing, disease, insects, or mechanical or other means. Brussels sprouts on the shown face shall be reasonably representative in size and quality of the contents of the container.

(a) The diameter of each Brussels sprout shall be not less than 1 inch.

(b) Incident to proper grading and handling, not more than 5 percent, by weight, of the Brussels sprouts in any lot may be smaller than the specified minimum diameter. In addition, not more than 5 percent, by weight, of the Brussels sprouts in any lot may be smaller than the specified minimum diameter. In additon, not more than 5 percent, oy weight, of the Brussels sprouts may fail to meet the remaining requirements of the grade, including not more than 1 percent for Brussels sprouts affected by soft rot.

§ 51.2051 U.S. Grade B.

U.S. Grade B shall consist of Brussels sprouts which are fairly well colored and not withered, puffy or burst and which are clean, well trimmed and free from soft rot and seedstems and free from serious damage caused by discoloration, freezing, disease, insects, or mechanical or other means. Brussels sprouts on the shown face shall be reasonably representative in size and quality of the contents of the container.

(a) The diameter of each Brussels sprout shall be not less than 1 inch.

(b) Incident to proper grading and handling, not more than 5 percent, by weight, of the Brussels sprouts in any lot may be smaller than the specified minimum diameter. In addition, not more than 5 percent, by weight, of the Brussels sprouts may fail to meet the remaining requirements of the grade, including not more than 1 percent for Brussels sprouts affected by soft rot.

OFF-GRADE

§ 51.2052 Off-Grade Brussels sprouts.

Brussels sprouts which fail to meet the requirements of either of the foregoing grades shall be Off-Grade Brussels sprouts.

DEFINITIONS

§ 51.2053 Well colored.

"Well colored" means that the Brussels sprouts have a yellowish green or darker green color characteristic of well-grown Brussels sprouts.

§ 51.2054 Firm.

"Firm" means that the Brussels sprout is fairly compact but may yield slightly to moderate pressure.

§ 51.2055 Clean.

"Clean" means that the Brussels sprout is practically free from dirt and other foreign matter.

§ 51.2056 Well trimmed.

"Well trimmed" means that the butt of the sprout is fairly smoothly and closely trimmed at the point of attachment of the outer leaves and that the sprout does not have more than 2 wrapper leaves which do not enfold the sprout fairly tightly more than two-thirds the distance from the base to the top.

§ 51.2057 Seedstems.

"Seedstems" means Brussels sprouts which have seedstalks showing or in which the formation of seedstalks has plainly begun.

§ 51.2058 Damage.

"Damage" means any injury or defect which materially affects the appearance, or the edible, shipping or keeping quality of the Brussels sprout.

§ 51.2059 Diameter.

"Diameter" means the greatest dimension measured at right angles to a line running from the stem to the apex of the sprout.

§ 51.2060 Fairly well colored.

"Fairly well colored" means that the Brussels sprouts shall not be lighter than whitish green color.

§ 52.2061 Puffy.

"Puffy" means that the Brussels sprout is very light in weight in proportion to its size or has excessive air spaces in the central portion.

§ 51.2062 Serious damage.

"Serious damage" means any injury or defect which seriously affects the appearance, or the edible, /shipping or keeping quality of the Brussels sprout.

Subpart—United States Standards for Grades of Almonds in the Shell

SOURCE: 29 FR 7761, June 18, 1964, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2075 U.S. No. 1.

"U.S. No. 1" consists of almonds in the shell which are of similar varietal characteristics and free from loose extraneous and foreign material. The shells are clean, fairly bright, fairly uniform in color, and free from damage caused by discoloration, adhering hulls, broken shells or other means. The kernels are well dried, free from decay, rancidity, and free from damage caused by insects, mold, gum, skin discoloration, shriveling, brown spot or other means.

(a) Unless otherwise specified, the almonds are of a size not less than $^{28}/_{64}$ of an inch in thickness.

(b) In order to allow for variations incident to proper grading and handling, the following tolerances are provided as specified:

(1) *For external (shell) defects.* 10 percent, by count, for almonds which fail to meet the requirements of this grade other than for variety and size;

(2) *For dissimilar varieties.* 5 percent, by count, including therein not more than 1 percent for bitter almonds mixed with sweet almonds;

(3) *For size.* 5 percent, by count, for almonds which are smaller than the specified minimum thickness;

(4) *For loose extraneous and foreign material.* 2 percent, by weight, including therein not more than 1 percent which can pass through a round opening $^{24}/_{64}$ inch in diameter: *Provided,* That such material is practically free from insect infestation; and,

(5) *For internal (kernel) defects.* 10 percent, by count, for almonds with kernels failing to meet the requirements of this grade: *Provided,* That not more than one-half of this tolerance or 5 percent shall be allowed for kernels affected by decay or rancidity, damaged by insects or mold or seriously damaged by shriveling, including not more than one-half of 1 percent for almonds with live insects inside the shell.

§ 51.2076 U.S. No. 1 Mixed.

"U.S. No. 1 Mixed" consists of almonds in the shell which meet the requirements of U.S. No. 1 grade, except that two or more varieties of sweet almonds are mixed.

§ 51.2077 U.S. No. 2.

"U.S. No. 2" consists of almonds in the shell which meet the requirements of U.S. No. 1 grade, except that an additional tolerance of 20 percent shall be allowed for almonds with shells damaged by discoloration.

§ 51.2078 U.S. No. 2 Mixed.

"U.S. No. 2 Mixed" consists of almonds in the shell which meet the requirements of U.S. No. 2 grade, except that two or more varieities of sweet almonds are mixed.

UNCLASSIFIED

§ 51.2079 Unclassified.

"Unclassified" consists of almonds in the shell which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.2080 Application of tolerances.

The tolerances for the foregoing grades are applied to the entire lot of almonds, based upon a composite sample drawn from containers throughout the lot.

DETERMINATION OF GRADE

§ 51.2081 Determination of grade.

In grading the inspection sample, the percentage of loose hulls, pieces of shell, chaff and foreign material is determined on the basis of weight. Next, the percentages of nuts which are of dissimilar varieties, undersize or have adhering hulls or defective shells are determined by count, using an adequate portion of the total sample. Finally, the nuts in that portion of the sample are cracked, and the percentage having internal defects is determined on the basis of count.

DEFINITIONS

§ 51.2082 Similar varietal characteristics.

"Similar varietal characteristics" means that the almonds are similar in shape, and are reasonably uniform in degree of hardness of the shells, and that bitter almonds are not mixed with sweet almonds. For example, hard-shelled varieties, semisoft shelled varieties, soft-shelled varieties and paper-shelled varieties are not mixed together, nor are any two of these types mixed under this definition.

§ 51.2083 Loose extraneous and foreign material.

"Loose extraneous and foreign material" means loose hulls, empty broken shells, pieces of shells, external insect infestation and any substance other than almonds in the shell or almond kernels.

§ 51.2084 Clean.

"Clean" means that the shell is practically free from dirt and other adhering foreign material.

§ 51.2085 Fairly bright.

"Fairly bright" means that the shells show good characteristic color.

§ 51.2086 Fairly uniform color.

"Fairly uniform color" means that the shells do not show excessive variation in color.

§ 51.2087 Well dried.

"Well dried" means that the kernel is firm and brittle, not pliable or leathery.

§ 51.2088 Decay.

"Decay" means that part or all of the kernel has become decomposed.

§ 51.2089 Rancidity.

"Rancidity" means that the kernel is noticeably rancid to the taste.

§ 51.2090 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, or any other defect, or any combination of defects which materially detracts from the appearance or the edible or shipping quality of the almond or of the lot. The following defects shall be considered as damage:

(a) Discoloration of the shell which is medium gray to black and affects more than one-eighth of the surface in the aggregate. Normal variations of a reddish or brownish color shall not be considered discoloration;

(b) Adhering hulls which cover more than 5 percent of the shell surface in the aggregate;

(c) Broken shells when a portion of the shell is missing, or the shell is broken or fractured to the extent that moderate pressure will permit the kernel to become dislodged;

(d) Insects when an insect or insect fragment, web or frass is present inside the shell, or the kernel shows distinct evidence of insect feeding;

(e) Mold when attached to the kernel and conspicuous; or when inconspicuous white or gray mold affects a total of more than one-eighth of the surface of the kernel;

(f) Gum which is shiny and resinous and covers more than one-eighth of the surface of the kernel;

(g) Skin discoloration when more than one-half of the surface of the kernel is affected by very dark or black stains contrasting with the natural color of the skin;

(h) Shriveling when the kernel is excessively thin or when less than three-fourths of the pellicle is filled with meat. An almond containing two kernels shall not be classed as damaged if either kernel has more than three-fourths of the pellicle filled with meat; and,

(i) Brown spot which affects an aggregate area on the kernel greater than the area of a circle one-eighth inch in diameter.

§ 51.2091 Serious damage.

"Serious damage" means the specific defect described in this section; or an equally objectionable variation of this defect, or any other defect, or any combination of defects which seriously detracts from the appearance or the edible or shipping quality of the almond. The following defect shall be considered as serious damage:

(a) Shriveling when less than one-fourth of the pellicle is filled with meat. An almond containing two kernels shall not be classed as seriously damaged if either kernel has more than one-fourth of the pellicle filled with meat.

§ 51.2092 Thickness.

"Thickness" means the greatest dimensions between the two semi-flat surfaces of the shell measured at right angles to a plane extending between the seams of the shell.

Subpart—United States Standards for Grades of Shelled Almonds

SOURCE: 25 FR 7273, Aug. 3, 1960, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2105 U.S. Fancy.

"U.S. Fancy" consists of shelled almonds of similar varietal characteristics which are whole, clean and well dried, and which are free from decay, rancidity, insect injury, foreign material, doubles, split or broken kernels, particles and dust, and free from injury caused by chipped and scratched kernels, and free from damage caused by mold, gum, shriveling, brown spot or other means. (See §§ 51.2114 and 51.2115.)

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) *For dissimilar varieties.* 5 percent, including not more than one-fifth of this amount, or 1 percent, for bitter almonds mixed with sweet almonds;

(2) *For doubles.* 3 percent;

(3) *For kernels injured by chipping and/or scratching.* 5 percent;

(4) *For foreign material.* Two-tenths of 1 percent (0.20%);

(5) *For particles and dust.* One-tenth of 1 percent (0.10%); and,

(6) *For other defects.* 2 percent, including not more than one-half of this amount, or 1 percent, for split or broken kernels, and including not more than one-half of the former amount, or 1 percent, for seriously damaged kernels.

§ 51.2106 U.S. Extra No. 1.

"U.S. Extra No. 1" consists of shelled almonds of similar varietal characteristics which are whole, clean and well dried, and which are free from decay, rancidity, insect injury, foreign material, doubles, split or broken kernels, particles and dust, and free from damage caused by chipped and scratched kernels, mold, gum, shriveling, brown spot or other means. (See §§ 51.2114 and 51.2115.)

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) *For dissimilar varieties.* 5 percent, including not more than one-fifth of this amount, or 1 percent, for bitter almonds mixed with sweet almonds;

(2) *For doubles.* 5 percent;

(3) *For kernels damaged by chipping and/or scratching.* 5 percent;

(4) *For foreign material.* Two-tenths of 1 percent (0.20%);

(5) *For particles and dust.* One-tenth of 1 percent (0.10%); and,

(6) *For other defects.* 4 percent, including not more than one-fourth of this amount, or 1 percent, for split or broken kernels, and including not more than three-eighths of the former amount, or 1½ percent, for seriously damaged kernels.

§ 51.2107 U.S. No. 1.

"U.S. No. 1" consists of shelled almonds of similar varietal characteristics which are whole, clean and well dried, and which are free from decay, rancidity, insect injury, foreign material, doubles, split or broken kernels, particles and dust, and free from damage caused by chipped and scratched kernels, mold, gum, shriveling, brown spot or other means. (See §§ 51.2114 and 51.2115.)

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) *For dissimilar varieties.* 5 percent, including not more than one-fifth of this amount, or 1 percent, for bitter almonds mixed with sweet almonds;

(2) *For doubles.* 15 percent;

(3) *For kernels damaged by chipping and/or scratching.* 10 percent;

(4) *For foreign material.* Two-tenths of 1 percent (0.20%);

(5) *For particles and dust.* One-tenth of 1 percent (0.10%); and,

(6) *For other defects.* 5 percent including not more than one-fifth of this amount, or 1 percent, for split or broken kernels, and including not more than three-tenths of the former

amount, or 1½ percent for seriously damaged kernels.

§ 51.2108 U.S. Select Sheller Run.

"U.S. Select Sheller Run" consists of shelled almonds of similar varietal characteristics which are whole, clean and well dried, and which are free from decay, rancidity, insect injury, foreign material, doubles, split or broken kernels, particles and dust, and free from damage caused by chipped and scratched kernels, mold, gum, shriveling, brown spot or other means. (See §§ 51.2114 and 51.2115.)

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) *For dissimilar varieties.* 5 percent, including not more than one-fifth of this amount, or 1 percent, for bitter almonds mixed with sweet almonds;

(2) *For doubles.* 15 percent;

(3) *For kernels damaged by chipping and/or scratching.* 20 percent;

(4) *For foreign material.* Two-tenths of 1 percent (0.20%);

(5) *For particles and dust.* One-tenth of 1 percent (0.10%);

(6) *For split and broken kernels.* 5 percent: *Provided,* That not more than two-fifths of this amount, or 2 percent, shall be allowed for pieces which will pass through a round opening $^{20}/_{64}$ inch in diameter; and,

(7) *For other defects.* 3 percent, including not more than two-thirds of this amount, or 2 percent, for serious damage.

§ 51.2109 U.S. Standard Sheller Run.

"U.S. Standard Sheller Run" consists of shelled almonds of similar varietal characteristics which are whole, clean and well dried, and which are free from decay, rancidity, insect injury, foreign material, doubles, split or broken kernels, particles and dust, and free from damage caused by chipped and scratched kernels, mold, gum, shriveling, brown spot or other means. (See §§ 51.2114 and 51.2115.)

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) *For dissimilar varieties.* 5 percent, including not more than one-fifth of this amount, or 1 percent, for bitter almonds mixed with sweet almonds;

(2) *For doubles.* 25 percent;

(3) *For kernels damaged by chipping and/or scratching.* 20 percent;

(4) *For foreign material.* Two-tenths of 1 percent (0.20%);

(5) *For particles and dust.* One-tenth of 1 percent (0.10%);

(6) *For split and broken kernels.* 15 percent: *Provided,* That not more than one-third of this amount, or 5 percent, shall be allowed for pieces which will pass through a round opening $^{20}/_{64}$ inch in diameter; and,

(7) *For other defects.* 3 percent, including not more than two-thirds of this amount, or 2 percent, for serious damage.

§ 51.2110 U.S. No. 1 Whole and Broken.

"U.S. No. 1 Whole and Broken" consists of shelled almonds of similar varietal characteristics which are clean and well dried, and which are free from decay, rancidity, insect injury, foreign material, doubles, particles and dust, and free from damage caused by mold, gum, shriveling, brown spot or other means.

(a) In this grade not less than 30 percent, by weight, of the kernels shall be whole. Doubles shall not be considered as whole kernels in determining the percentage of whole kernels.

(b) Unless otherwise specified, the minimum diameter shall be not less than $^{20}/_{64}$ of an inch. (See §§ 51.2114 and 51.2115.)

(c) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) *For dissimilar varieties.* 5 percent, including not more than one-fifth of this amount, or 1 percent, for bitter almonds mixed with sweet almonds;

(2) *For doubles.* 35 percent;

(3) *For foreign material.* Three-tenths of 1 percent (0.30%);

(4) *For particles and dust.* One-tenth of 1 percent (0.10%);

(5) *For undersize.* 5 percent; and

(6) *For other defects.* 5 percent, including not more than three-fifths of this amount, or 3 percent, for serious damage.

§ 51.2111 U.S. No. 1 Pieces.

"U.S. No. 1 Pieces" consists of shelled almonds which are not bitter, which are clean and well dried, and which are free from decay, rancidity, insect injury, foreign material, particles and dust, and free from damage caused by mold, gum, shriveling, brown spot or other means.

(a) Unless otherwise specified, the minimum diameter shall be not less than 8/64 of an inch. (See §§ 51.2114 and 51.2115.)

(b) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) *For bitter almonds mixed with sweet almonds.* 1 percent;

(2) *For foreign material.* Three-tenths of 1 percent (0.30%);

(3) *For particles and dust.* 1 percent; and,

(4) *For other defects.* 5 percent, including not more than three-fifths of this amount, or 3 percent, for serious damage.

MIXED VARIETIES

§ 51.2112 Mixed varieties.

Any lot of shelled almonds consisting of a mixture of two or more dissimilar varieties which meet the other requirements of any of the grades of U.S. No. 1, U.S. Select Sheller Run, U.S. Standard Sheller Run, U.S. No. 1 Whole and Broken may be designated as: "U.S. No. 1 Mixed;" "U.S. Select Sheller Run Mixed;" "U.S. No. 1 Whole and Broken Mixed," respectively; but no lot of any of these grades may include more than 1 percent of bitter almonds mixed with sweet almonds.

UNCLASSIFIED

§ 51.2113 Unclassified.

"Unclassified" consists of shelled almonds which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

SIZE

§ 51.2114 Size requirements.

The size may be specified in terms of range in count of whole almonds kernels per ounce or in terms of minimum, or minimum and maximum diameter. When a range in count is specified, the whole kernels shall be fairly uniform in size, and the average count per ounce shall be within the range specified. Doubles and broken kernels shall not be used in determining counts. Count ranges per ounce commonly used are shown below, but other ranges may be specified: *Provided,* That the kernels are fairly uniform in size.

COUNT RANGE PER OUNCE

16 to 18, inclusive
18 to 20, inclusive
20 to 22, inclusive
22 to 24, inclusive
23 to 25, inclusive
24 to 26, inclusive
26 to 28, inclusive
27 to 30, inclusive
30 to 34, inclusive
34 to 40, inclusive
40 to 50, inclusive
50 and smaller

§ 51.2115 Tolerances for size.

(a) When a range is specified as, for example, "18/20," no tolerance for counts above or below the range shall be allowed.

(1) When the minimum, or minimum and maximum diameters are specified, a total tolerance of not more than 10 percent, by weight, may fail to meet the specified size requirements: *Provided,* That not more than one-half of this amount, or 5 percent, may be below the minimum size specified.

APPLICATION OF TOLERANCES

§ 51.2116 Application of tolerances.

The tolerances for the grades are to be applied to the entire lot, and a composite sample shall be taken for determining the grade. However, any container or group of containers in which the almonds are found to be materially inferior to those in the majority of the containers shall be considered as separate lot.

Definitions

§ 51.2117 Similar varietal characteristics.

"Similar varietal characteristics" means that the kernels are similar in shape and appearance. For example, long types shall not be mixed with short types, or broad types mixed with narrow types, and bitter almonds shall not be mixed with sweet almonds. Color of the kernels shall not be considered, since there is often a marked difference in skin color of kernels of the same variety.

§ 51.2118 Whole.

"Whole" means that there is less than one-eighth of the kernel chipped off or missing, and that the general contour of the kernel is not materially affected by the missing part.

§ 51.2119 Clean.

"Clean" means that the kernel is practically free from dirt and other foreign substance.

§ 51.2120 Well dried.

"Well dried" means that the kernel is firm and brittle, and not pliable or leathery.

§ 51.2121 Decay.

"Decay" means that the kernel is putrid or decomposed.

§ 51.2122 Rancidity.

"Rancidity" means that the kernel is noticeably rancid to the taste.

§ 51.2123 Insect injury.

"Insect injury" means that the insect, web, or frass is present or there is definite evidence of insect feeding.

§ 51.2124 Foreign material.

"Foreign material" means pieces of shell, hulls or other foreign matter which will not pass through a round opening 8/64 of an inch in diameter.

§ 51.2125 Doubles.

"Doubles" means kernels that developed in shells containing two kernels. One side of a double kernel is flat or concave.

§ 51.2126 Split or broken kernels.

"Split or broken kernels" means seven-eighths or less of complete whole kernels but which will not pass through a round opening 8/64 of an inch in diameter.

§ 51.2127 Particles and dust.

"Particles and dust" means fragments of almonds kernels or other material which will pass through a round opening 8/64 of an inch in diameter.

§ 51.2128 Injury.

"Injury" means any defect which more than slightly detracts from the appearance of the individual almond, or the general appearance of the lot. The following shall be considered as injury:

(a) Chipped and scratched kernels when the general appearance of the lot is more than slightly affected, or when the affected are on an individual kernel aggregates more than the equivalent of a circle one-eighth inch in diameter.

§ 51.2129 Damage.

"Damage" means any defect which materially detracts from the appearance of the individual kernel, or the general appearance of the lot, or the edible or shipping quality of the almonds. Any one of the following defects or combination thereof, the seriousness of which exceeds the maximum allowed for any one defect shall be considered as damage:

(a) Chipped and scratched kernels, when the general appearance of the lot is materially affected, or when the affected area on an individual kernel aggregates more than the equivalent of a circle one-quarter inch in diameter.

(b) Mold, when visible on the kernel, except when white or gray and easily rubbed off with the fingers.

(c) Gum, when a film of shiny, resinous appearing substance covers more than one-eighth of the surface of the kernel;

(d) Shriveling, when the kernel is excessively thin for its size, or when materially withered, shrunken, leathery, tough or only partially developed: *Provided*, That partially developed kernels are not considered damaged if more than three-fourths of the pellicle is filled with meat; and,

(e) Brown spot on the kernel, either single or multiple, when the affected area aggregates more than the equivalent of a circle one-eighth inch in diameter.

§ 51.2130 Serious damage.

"Serious damage" means any defect which makes a kernel or piece of kernel unsuitable for human consumption, and includes decay, rancidity, insect injury and damage by mold.

§ 51.2131 Diameter.

"Diameter" means the greatest dimension of the kernel, or piece of kernel at right angles to the longitudinal axis. Diameter shall be determined by passing the kernel or piece of kernel through a round opening.

§ 51.2132 Fairly uniform in size.

"Fairly uniform in size" means that, in a representative sample, the weight of 10 percent, by count, of the largest whole kernels shall not exceed 1.70 times the weight of 10 percent, by count, of the smallest whole kernels.

Subpart—United States Standards for Grades of Grapes for Processing and Freezing

SOURCE: 40 FR 15381, Apr. 7, 1975, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.2150 General.

(a) These standards apply to all types of grapes, hand-picked or mechanically harvested, which are to be processed.

(b) The grade of a lot of grapes shall be determined on the basis of a composite sample.

[42 FR 42309, Aug. 23, 1977. Redesignated at 46 FR 63203, Dec. 31, 1981]

GRADES

§ 51.2151 U.S. No. 1.

"U.S. Grade No. 1" consists of grapes and juice which meet the following requirements:

(a) Basic requirements:

(1) Mature; and,

(2) Similar varietal characteristics.

(b) Free from:

(1) Decay;

(2) Visible mold;

(3) Immature berries;

(4) Sunburn;

(5) Freezing;

(6) Attached insects or insect injury; and,

(7) Foreign material.

(c) Free from damage by any cause. (See § 51.2159.)

(d) For tolerances, see § 51.2153.

§ 51.2152 U.S. No. 2.

"U.S. No. 2" consists of grapes and juice which meet the requirements of the U.S. No. 1 grade except:

(a) Berries shall be at least fairly well matured; and,

(b) Increased tolerances for defects and foreign material. (See § 51.2153.)

TOLERANCES

§ 51.2153 Tolerances.

(a) No tolerance is provided in these standards for grapes which fail to meet the maturity requirement.

(b) In order to allow for variations incident to proper culture, harvesting and handling in each of the foregoing grades, tolerances, by weight other than for maturity, are set forth in Table I.

TABLE I

	U.S. No. 1 (pct by weight)	U.S. No. 2 (pct by weight)
A. Total defects	[illegible]	[illegible]
B. Serious damage (included in "A")	[illegible]	[illegible]
(a) Berries affected by mold or decay (included in "B")	[illegible]	[illegible]

TABLE I—Continued

	U.S. No. 1 (pct by weight)	U.S. No. 2 (pct by weight)
(b) Dissimilar varieties (included in "1")	½ of 1	½ of 1
(c) Berry moth, attached insects or other insect injury (included in "1")	½ of 1	1
B. Foreign material	3	4
(a) Leaves, petioles, or other plant parts, except for unattached petioles (included in "B")	3	4
(b) All other foreign material (included in "B")	½ of 1	½ of 1

DEFINITIONS

§ 51.2154 Mature.

"Mature" means that representative samples of grapes and juice from containers in a lot shall test, unless otherwise specified, not less than 15.5 percent soluble solids, as determined by an approved refractometer.

§ 51.2155 Fairly well matured.

"Fairly well matured" means that representative samples of grapes and juice from containers in a lot shall test, unless otherwise specified, not less than 14.5 percent soluble solids, as determined by an approved refractometer.

§ 51.2156 Foreign material.

"Foreign material" means sticks, stones, leaves, petioles or other plant parts or other extraneous material.

§ 51.2157 Similar varietal characteristics.

"Similar varietal characteristics" means grapes having same characteristic skin and pulp color.

§ 51.2158 Unattached petioles.

"Unattached petioles" means petioles that are completely devoid of their leaf.

§ 51.2159 Damage.

"Damage" means any specific defect described in § 51.2161, Table II; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the processing quality of the grapes.

§ 51.2160 Serious damage.

"Serious damage" means any specific defect described in § 51.2161, Table II; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the processing quality of the grapes.

§ 51.2161 Classification of defects.

TABLE II

Defects	Damage	Serious damage
Dried berries	When berries are dry and shrivelled to the extent that practically no moisture is present within the berries	
Discoloration	See serious damage	When darker than plate 7.5 RP 3/4 in the Munsell Book of Color[1]
Sunburn	do	When sunken, discolored, and dried area caused by sunburn affects the skin or flesh of the grape
Decay or mold	See serious damage	Any visible decay or mold on the grape skin or penetrating the flesh
Insects or insect injury	do	Any insect injury penetrating the flesh or any insect attached to the grape
Immature berries	do	When berries are hard and green and generally small

[1] This color plate may be purchased from the Munsell Color Co., 2441 North Calvert St., Baltimore, Md. 21218.

Subpart—United States Standards for Eggplant

SOURCE: 18 FR 7153, Nov. 11, 1953, unless otherwise noted. Redesignated at 42 FR

32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2190 U.S. Fancy.

U.S. Fancy consists of eggplants of similar varietal characteristics, which are well colored, firm, clean, well shaped, and which are free from decay and worm holes and free from injury caused by scars, freezing, disease, insects, or mechanical or other means.

§ 51.2191 U.S. No. 1.

U.S. No. 1 consists of eggplants of similar varietal characteristics, which are fairly well colored, firm, clean, fairly well shaped, and which are free from decay and worm holes and free from damage caused by scars, freezing, disease, insects, or mechanical or other means.

§ 51.2192 U.S. No. 2.

U.S. No. 2 consists of eggplants which are firm and which are free from decay and free from serious damage caused by freezing, disease, insects, or mechanical or other means.

UNCLASSIFIED

§ 51.2193 Unclassified.

Unclassified consists of eggplants which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.2194 Tolerances.

In order to allow for variations incident to proper grading and handling, other than for size, not more than 10 percent, by count, in any lot shall be permitted for eggplants which fail to meet the requirements of the grade, including therein not more than 1 percent for decay.

APPLICATION OF TOLERANCES

§ 51.2195 Application of tolerances to individual packages.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations, provided the averages for the entire lot are within the tolerances specified for the grade:

(1) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerance specified, except that when the package contains 15 specimens or less, individual packages may contain not more than double the tolerance specified; and,

(2) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than double the tolerance specified: *Provided*, That at least one specimen which does not meet the requirements shall be allowed in any one package.

SIZE REQUIREMENTS

§ 51.2196 Size requirements.

(a) The size of eggplants may be specified in terms of count, minimum diameter, or a range in diameter in the container. Eggplants packed as U.S. Fancy or U.S. No. 1 grade shall be reasonably uniform in size, except when a range in diameter is specified.

(1) In order to allow for variations incident to proper sizing, not more than 5 percent, by count, of the eggplants in any lot may be below any specified minimum diameter and not more than 5 percent may be above any specified maximum diameter.

DEFINITIONS

§ 51.2197 Similar varietal characteristics.

"Similar varietal characteristics" means that the eggplants in any lot are similar in type, color, and character of growth.

§ 51.2198 Well colored.

"Well colored" means that the eggplant has a uniform good color characteristic for the variety over practically the entire surface.

§ 51.2199 Firm.

"Firm" means that the eggplant is not soft, flabby, or shriveled.

§ 51.2200 Clean.

"Clean" means that the eggplant is practically free from dirt or other foreign matter.

§ 51.2201 Well shaped.

"Well shaped" means that the eggplant has the normal shape characteristic of the variety, except that the shape may be slightly irregular, provided the appearance of the eggplant is not more than slightly affected.

§ 51.2202 Injury.

"Injury" means any defect which more than slightly affects the appearance, or the edible or shipping quality of the eggplant. The following defect, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as injury:

(a) Scars when they are slightly rough or when they are fairly smooth and more than slightly affect the appearance, shape or color of the eggplant.

§ 51.2203 Fairly well colored.

"Fairly well colored" means that the eggplant has a fairly good color characteristic for the variety, except that streaks of green color which do not materially affect the appearance shall be permitted.

§ 51.2204 Fairly well shaped.

"Fairly well shaped" means that the eggplant may be slightly abnormal in shape but not to an extent that the appearance is materially affected.

§ 51.2205 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the eggplant. The following defect, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Scars when they are rough or materially cracked, or when they materially affect the appearance, shape or color of the eggplant.

§ 51.2206 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the eggplant.

§ 51.2207 Diameter.

"Diameter" means the greatest dimension of the eggplant measured at right angles to the longitudinal axis.

Subpart—United States Standards for Cucumbers

SOURCE: 23 FR 1166, Feb. 25, 1958, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2220 U.S. Fancy.

"U.S. Fancy" consists of cucumbers which are well colored, well formed, not overgrown, and which are fresh, firm, and free from decay, sunscald, and from injury caused by scars and from damage caused by yellowing, sunburn, dirt or other foreign material, freezing, mosaic or other disease, insects, cuts, bruises, mechanical or other means. (See § 51.2227.)

(a) The maximum diameter of each cucumber shall be not more than 2⅜ inches and the length of each cucumber shall be not less than 6 inches. (See § 51.2227.)

§ 51.2221 U.S. Extra No. 1.

"U.S. Extra No. 1" consists of a combination of U.S. Fancy and U.S. No. 1 cucumbers: *Provided*, That at least 50 percent of the cucumbers in the lot shall meet the requirements of the U.S. Fancy grade and the remainder shall meet the requirements of the U.S. No. 1 grade. (See § 51.2227.)

(a) The maximum diameter of each cucumber shall be not more than 2⅜ inches and the length of each cucumber shall be not less than 6 inches. (See § 51.2227.)

§ 51.2222 U.S. No. 1.

"U.S. No. 1" consists of cucumbers which are fairly well colored, fairly well formed, not overgrown, and which are fresh, firm, and free from decay, sunscald and from damage caused by scars, yellowing, sunburn, dirt or other foreign materials, freezing, mosaic or other disease, insects, cuts, bruises, mechanical or other means. (See § 51.2227.)

(a) Unless otherwise specified, the maximum diameter of each cucumber shall be not more than 2⅜ inches and the length of each cucumber shall be not less than 6 inches. (See § 51.2227.)

§ 51.2223 U.S. No. 1 Small.

"U.S. No. 1 Small" consists of cucumbers which meet all requirements for the U.S. No. 1 grade except for size. (See § 51.2227.)

(a) The diameter of each cucumber shall be not less than 1½ inches or more than 2 inches. There are no requirements for length. (See § 51.2227.)

§ 51.2224 U.S. No. 1 Large.

"U.S. No. 1 Large" consists of cucumbers which meet all requirements for the U.S. No. 1 grade except for size. (See § 51.2227.)

(a) The minimum diameter of each cucumber shall be not less than 2¼ inches and, unless otherwise specified, the length of each cucumber shall be not less than 6 inches. There are no maximum diameter and length requirements. (See § 51.2227.)

§ 51.2225 U.S. No. 2.

"U.S. No. 2" consists of cucumbers which are moderately colored, not badly deformed, not overgrown, and which are fresh, firm, free from decay and free from damage caused by freezing, sunscald, cuts and from serious damage caused by scars, yellowing, sunburn, dirt or other foreign material, mosaic or other disease, insects, bruises, mechanical or other means. (See § 51.2227.)

(a) Unless otherwise specified, the maximum diameter of each cucumber shall be not more than 2⅜ inches and the length of each cucumber shall be not less than 5 inches. (See § 51 2227.)

UNCLASSIFIED

§ 51.2226 Unclassified.

"Unclassified" consists of cucumbers which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.2227 Tolerances.

(a) In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by count, shall be permitted:

(1) *For defects.* 10 percent for cucumbers in any lot which fail to meet the requirements of the grade, including therein not more than 1 percent for decay; and,

(2) *For off-size.* 10 percent for cucumbers in any lot which fail to meet the length and diameter requirements, including therein not more than 5 percent for cucumbers which fail to meet the requirements for minimum diameter, and not more than 5 percent for cucumbers which fail to meet the requirements for maximum diameter.

(b) When applying the foregoing tolerances to the U. S. Extra No. 1 grade, individual containers shall have not more than 10 percent less than the percentage of U. S. Fancy cucumbers required: *Provided,* That the entire lot averages within the required percentage. (See § 51.2228.)

APPLICATION OF TOLERANCES

§ 51.2228 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade:

(1) For a tolerance of 10 percent or more, individual packages in any lot shall have not more than one and one-half times the tolerance specified, except that when the package contains 15 specimens or less, individual

packages shall have not more than double the tolerance specified; and,

(2) For a tolerance of less than 10 percent, individual packages in any lot shall have not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any package.

DEFINITIONS

§ 51.2229 Well colored.

"Well colored" means that not less than three-fourths of the surface of the cucumber is of a medium green or darker color, and that at least a light green color extends to the blossom end on one side of the cucumber.

§ 51.2230 Well formed.

"Well formed" means that the cucumber is practically straight and not more than very slightly constricted or more than moderately tapered or pointed.

§ 51.2231 Overgrown.

"Overgrown" means that the cucumber has developed beyond the best stage for slicing. It usually yields to slight pressure of the thumb. The seeds may be tough and fibrous, and the pulp in the seed cavity is usually watery or jelly-like. In more advanced cases, pithy streaks may be found in the flesh of the cucumber.

§ 51.2232 Injury caused by scars.

"Injury caused by scars" means scars which aggregate more than the area of a circle three-eighths inch in diameter on a cucumber 6 inches in length, or correspondingly greater areas of scars on larger cucumbers.

§ 51.2233 Damage.

"Damage", unless otherwise specifically defined in this section, means any defect which materially affects the appearance, or the edible or shipping quality of the cucumber. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect shall be considered as damage:

(a) Scars when aggregating more than the area of a circle five-eighths inch in diameter on a cucumber 6 inches in length, or correspondingly smaller or greater areas of scars on smaller or larger cucumbers, respectively;

(b) Cuts which are fresh and more than slight; and,

(c) Bruises when materially affecting the appearance of the cucumber, or when sack imprints affect an aggregate area greater than that of a circle 2¼ inches in diameter.

§ 51.2234 Diameter.

"Diameter" means the greatest dimension of the cucumber measured at right angles to the longitudinal axis, exclusive of "warts".

§ 51.2235 Fairly well colored.

"Fairly well colored" means that not less than two-thirds of the surface of the cucumber is of a medium green or darker color, and that at least a light green color extends to within one-half inch of the blossom end on one side of the cucumber.

§ 51.2236 Fairly well formed.

"Fairly well formed" means that the cucumber may be moderately curved but not deeply constricted, not extremely tapered or pointed and not otherwise misshapen.

§ 51.2237 Moderately colored.

"Moderately colored" means that at least one-half of the surface of the cucumber is of a light green or darker color.

§ 51.2238 Badly deformed.

"Badly deformed" means that the cucumber is so badly curved, constricted, tapered or otherwise so badly misshapen that the appearance is seriously affected.

§ 51.2239 Serious damage.

"Serious damage", unless otherwise specifically defined in this section, means any defect which seriously affects the appearance, or the edible or shipping quality of the cucumber. The following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Scars when aggregating more than the area of a circle 1 inch in diameter on a cucumber 6 inches in length, or correspondingly smaller or greater areas of scars on smaller or larger cucumbers, respectively; and,

(b) Bruises when seriously affecting the appearance of the cucumber, or when sack imprints affect more than one-third of the surface of the cucumber.

Subpart—United States Standards for Brussels Sprouts

Source: 18 FR 8259, Dec. 19, 1953, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2250 U.S. No. 1.

U.S. No. 1 consists of Brussels sprouts which are well colored, firm, not withered or burst, which are free from soft decay and seedstems, and free from damage caused by discoloration, dirt or other foreign material, freezing, disease, insects, or mechanical or other means.

(a) Unless otherwise specified, the diameter of each Brussels sprout shall be not less than one inch, and the length shall be not more than 2¾ inches.

(b) In order to allow for variations incident to proper grading and handling, other than for size, not more than a total of 10 percent, by weight, of the Brussels sprouts in any lot may fail to meet the requirements of the grade: *Provided*, That not more than one-fifth of this amount, or 2 percent, shall be allowed for soft decay. In addition, not more than a total of 5 percent, by weight, of the Brussels sprouts in any lot may be smaller than the specified minimum diameter, and not more than 10 percent may be longer than the specified maximum length.

§ 51.2251 U.S. No. 2.

U.S. No. 2 consists of Brussels sprouts which are fairly well colored, fairly firm, not withered or burst, which are free from soft decay and seedstems, and free from damage caused by insects, and free from serious damage caused by discoloration, dirt or other foreign material, freezing, disease or mechanical or other means.

(a) Unless otherwise specified, the diameter of each Brussels sprout shall be not less than one inch, and the length shall be not more than 2¾ inches.

(b) In order to allow for variations incident to proper grading and handling, other than for size, not more than a total of 10 percent, by weight, of the Brussels sprouts in any lot may fail to meet the requirements of the grade: *Provided*, That not more than one-fifth of this amount, or 2 percent, shall be allowed for soft decay. In addition, not more than a total of 5 percent, by weight, of the Brussels sprouts in any lot may be smaller than the specified minimum diameter, and not more than 10 percent may be longer than the specified maximum length.

UNCLASSIFIED

§ 51.2252 Unclassified.

Unclassified consists of Brussels sprouts which have not been classified in accordance with the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.2253 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade:

(1) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerance specified; and,

(2) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than double the tolerance specified, except that at

least one defective and one off-size specimen may be permitted in any package.

§ 51.2251 Basis for calculating percentages.

Percentages shall be calculated on the basis of weight or an equivalent basis.

DEFINITIONS

§ 51.2255 Well colored.

"Well colored" means that the Brussels sprout has a light green or a darker shade of green color characteristic of well-grown Brussels sprouts.

§ 51.2256 Firm.

"Firm" means that the Brussels sprout is of reasonable solidity and is fairly compact but may yield slightly to moderate pressure.

§ 51.2257 Seedstems.

"Seedstems" means Brussels sprouts which have seedstalks showing or in which the formation of seedstalks has plainly begun.

§ 51.2258 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the Brussels sprout. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Discoloration when the appearnace is materially affected by discolored leaves or parts of leaves; and,

(b) Insects when there is more than slight aphis infestation within the compact portion of the head, or when the outer leaves are badly infested by them; or when slugs, worms or worm frass are present, or when the appearance is materially affected by slug or worm injury.

§ 51.2259 Diameter.

"Diameter" means the greatest dimension measured at right angles to a line running from the stem to the apex of the Brussels sprout.

§ 51.2260 Fairly well colored.

"Fairly well colored" means that the Brussels sprout shall not be lighter than yellowish-green color.

§ 51.2261 Fairly firm.

"Fairly firm" means that the Brussels sprout is not soft or puffy and is of reasonable weight for its size but may have considerable open spaces between the leaves in the lower portion of the head.

§ 51.2262 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the Brussels sprout.

Subpart—United States Standards for Shelled English Walnuts (Juglans Regia)

SOURCE: 23 FR 10354, Dec. 25, 1958, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.2275 Application.

The standards contained in this subpart apply only to walnuts commonly known as English or Persian walnuts (Juglans regia). They do not apply to walnuts commonly known as black walnuts (Juglans nigra).

§ 51.2276 Color chart.

The color chart (USDA Walnut Color Chart) to which reference is made in §§ 51.2281 and 51.2282 illustrates the four shades of walnut skin color listed as color classifications.

(a) *Availability of color chart.* The USDA Walnut Color Chart cited in this subpart has been filed with the original document and is available for inspection in the Office of the Federal Register. The color chart is also available for inspection in the Fruit and Vegetable Division, AMS, U.S. Department of Agriculture, South Building, Washington, D.C. 20250, in any field office of the Fresh Fruit and Vegetable Inspection Service of the Fruit and Vegetable Division, or upon request of any authorized inspector of such Service. Copies of the color chart may be purchased from Munsell Color Co., Inc., 2441 North Calvert Street, Baltimore, Md. 21218.

[33 FR 10840, July 31, 1968. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

GRADES

§ 51.2277 U.S. No. 1.

"U.S. No. 1" consists of portions of walnut kernels which are well dried, clean, free from shell, foreign material, insect injury, decay, rancidity, and free from damage caused by shriveling, mold, discoloration of the meat or other means. (See § 51.2280.)

(a) Color shall be specified in connection with this grade in terms of one of the color classifications. (See §§ 51.2276, 51.2281 and 51.2282.)

(b) Size shall be specified in connection with this grade in terms of one of the size classifications. (See §§ 51.2284 and 51.2285.)

§ 51.2278 U.S. Commercial.

"U.S. Commercial" consists of portions of walnut kernels which meet the requirements of U.S. No. 1 grade, except for increased tolerances. (See § 51.2280.)

(a) Color of walnuts in this grade shall be not darker than "amber" classification, and color need not be specified. However, color may be specified in connection with the grade in terms of one of the color classifications. (See §§ 51.2276, 51.2281 and 51.2282.)

(b) Size shall be specified in connection with this grade in terms of one of the size classifications. (See §§ 51.2284 and 51.2285.)

UNCLASSIFIED

§ 51.2279 Unclassified.

"Unclassified" consists of portions of walnut kernels which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES FOR GRADE DEFECTS

§ 51.2280 Tolerances for grade defects.

(a) All percentages shall be claculated on the basis of weight.

(b) In order to allow for variations, other than for color and size, incident to proper grading and handling, tolerances shall be permitted for the respective grades as indicated in Table I:

TABLE I

[Percent]

Grade	Tolerances for grade defects			
	Total defects	Serious damage	Very serious damage	Shell and foreign material
U.S. No. 1	5	2 (included in 5 percent total defects)	1 (included in 2 percent serious damage)	0.05 (included in 1 percent very serious damage)
U.S. Commercial	8	4 (included in 8 percent total defects)	2 (included in 4 percent serious damage)	0.08 (included in 2 percent very serious damage)

COLOR REQUIREMENTS

§ 51.2281 Color classifications.

The following classifications are provided to describe the color of any lot: "Extra Light", "Light", "Light Amber" or "Amber". The portions of kernels in the lot shall not be darker than the darkest color permitted in the specified classification as shown on the color chart.

§ 51.2282 Tolerances for color.

(a) All percentages shall be calculated on the basis of weight.

(b) In order to allow for variations incident to proper grading and handling, tolerances shall be permitted for the respective color classifications as indicated in Table II:

TABLE II

Color classification	Tolerances for color			
	Darker than extra light [1]	Darker than light [1]	Darker than light amber [1]	Darker than amber [1]
Extra light	15 percent	2 percent (included in 15 percent darker than extra light)		
Light		15 percent	2 percent (included in 15 percent darker than light)	
Light amber			15 percent	2 percent (included in 15 percent darker than light amber)
Amber				10 percent

[1] See illustration of this term on color chart.

§ 51.2283 **Off color.**

The term "off color" is not a color classification, but shall be applied to any lot which fails to meet the requirements of the "Amber" classification.

SIZE REQUIREMENTS

§ 51.2284 **Size classification.**

The following classifications are provided to describe the size of any lot: "Halves", "Pieces and Halves", "Pieces" or "Small Pieces". The size of portions of kernels in the lot shall conform to the requirements of the specified classification as defined below:

(a) *Halves.* Lot consists of 85 percent or more, by weight, half kernels, and the remainder three-fourths half kernels. (See § 51.2285.)

(b) *Pieces and halves.* Lot consists of 20 percent or more, by weight, half kernels, and the remainder portions of kernels that cannot pass through a sieve with $^{24}/_{64}$ inch round openings. When a lot exceeds this minimum requirement, the actual percentage of halves may be specified. (See § 51.2285.)

(c) *Pieces.* Lot consists of portions of kernels that cannot pass through a sieve with $^{24}/_{64}$ inch round openings. (See § 51.2285.)

(d) *Small pieces.* Lot consists of portions of kernels that pass through a sieve with $^{24}/_{64}$ inch round openings, but that cannot pass through a sieve with $^{8}/_{64}$ inch round openings. When desired, the actual size ranges within such size ranges may be specified. (See § 51.2285.)

§ 51.2285 **Tolerances for size.**

(a) All percentages shall be calculated on the basis of weight.

(b) In order to allow for variations incident to proper sizing and handling, tolerances shall be permitted for the respective size classifications as indicated in Table III:

TABLE III

[Percent]

Size classification	Tolerances for size				
	Smaller than three-fourths halves	Will not pass through $^{24}/_{64}$ inch round hole	Pass through $^{24}/_{64}$ inch round hole	Pass through $^{16}/_{64}$ inch round hole	Pass through $^{8}/_{64}$ inch round hole
Halves	5			1 (included in 5 percent)	

TABLE III—Continued

[Percent]

Size classification	Tolerances for size				
	Smaller than three-fourths halves	Will not pass through $^{24}/_{64}$ inch round hole	Pass through $^{24}/_{64}$ inch round hole	Pass through $^{16}/_{64}$ inch round hole	Pass through $^{8}/_{64}$ inch round hole
Pieces and halves [1].			18	3 (included in 18 percent).	1 (included in 2 percent).
Pieces			25	5 (included in 25 percent).	1 (included in 5 percent).
Small pieces [2]		10			2.

[1] No part of any tolerance shall be used to reduce the percentage of halves required or specified in a lot of "pieces and halves".

[2] The tolerances of 10 percent and 2 percent for "small pieces" classification shall apply, respectively, to any smaller maximum or any larger minimum sizes specified.

APPLICATION OF TOLERANCES

§ 51.2286 Application of tolerances.

The tolerances provided in these standards are on a lot basis, and they shall be applied to a composite sample representative of the lot. However, any container or group of containers in which the walnuts are obviously of a quality materially different from that in the majority of containers shall be considered a separate lot, and shall be sampled separately.

DEFINITIONS

§ 51.2287 Well dried.

"Well dried" means that the portion of kernel is firm and crisp, not pliable or leathery.

§ 51.2288 Clean.

"Clean" means that the appearance of the individual portion of kernel, or of the lot as a whole, is not materially affected by adhering dust, dirt or other foreign material.

§ 51.2289 Shell.

"Shell" means the outer shell and/or the woody partition from between the halves of the kernel, and any fragments of either.

§ 51.2290 Insect injury.

"Insect injury" means that the insect, web, frass or other evidence of insects is present on the portion of kernel.

§ 51.2291 Rancidity.

"Rancidity" means that the portion of kernel is noticeably rancid to the taste. Rancidity should not be confused with a slightly astringent flavor of the pellicle (skin) or with staleness (the state at which the flavor is flat but not objectionable).

§ 51.2292 Damage.

"Damage" means any defect, other than color, which materially affects the appearance, or the edible or shipping quality of the individual portion of kernel, or of the lot as a whole. Any one of the following defects or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect shall be considered as damage:

(a) Shriveling when more than one-eighth of the portion of kernel is severely shriveled, or a greater area is affected by lesser degrees of shriveling producing an equally objectionable appearance, except that kernels which are thin in corss-section but which are otherwise normally developed shall not be considered as damaged;

(b) Mold when plainly visible;

(c) Discoloration of the meat when more than one-eighth the volume of the portion of kernel is severely discolored, or a greater volume is affected by lesser degrees of discoloration producing an equally objectionable appearance;

(d) Not well dried; and,

(e) Not clean.

§ 51.2293 Serious damage.

"Serious damage" means any defect, other than color, which seriously affects the appearance, or the edible or shipping quality of the individual portion of kernel or of the lot as a whole. Any one of the following defects or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect shall be considered as serious damage:

(a) Shriveling when more than one-fourth of the kernel is severely shriveled, or a greater area is affected by lesser degrees of shriveling producing an equally objectionable appearance;

(b) Mold when plainly visible on more than one-eighth of the surface of the kernel in the aggregate; and,

(c) Discoloration of the meat when more than one-fourth the volume of the portion of kernel is severely discolored, or a greater volume is affected by lesser degrees of discoloration producing an equally objectionable appearance.

§ 51.2294 Very serious damage.

"Very serious damage" means any defect, other than color, which very seriously affects the appearance, or the edible or shipping quality of the individual portion of kernel or of the lot as a whole. Any one of the following defects or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect shall be considered as very serious damage:

(a) Shriveling when more than 50 percent of the portion of kernel is severely shriveled;

(b) Mold when plainly visible on more than one-fourth of the surface of the portion of kernel in the aggregate;

(c) Discoloration of the meat when more than one-half the volume of the portion of kernel is severely discolored;

(d) Insect injury;

(e) Rancidity or decay; and,

(f) Shell, or any foreign material.

§ 51.2295 Half kernel.

"Half kernel" means the separated half of a kernel with not more than one-eighth broken off.

§ 51.2296 Three-fourths half kernel.

"Three-fourths half kernel" means a portion of a half of a kernel which has more than one-eighth but not more than one-fourth broken off.

Subpart—United States Consumer Standards for Fresh Parsnips

SOURCE: 19 FR 993, Feb. 20, 1954, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2310 U.S. Grade A.

U.S. Grade A consists of parsnips of similar varietal characteristics which are firm, clean, well trimmed, fairly well formed, fairly smooth; which are free from soft rot, and from damage caused by freezing, growth cracks, discoloration, pithiness, woodiness, sunburn, oil spray, dry rot, other disease, insects or mechanical or other means. Parsnips on the shown face shall be reasonably representative in size and quality of the contents of the container.

(a) Unless otherwise specified, the diameter of each parsnip shall be not less than 1 inch and not more than 2¼ inches.

(b) Incident to proper grading and handling the following tolerances, by count, shall be permitted in any lot:

(1) 5 percent for parsnips which are smaller than the specified minimum diameter;

(2) 5 percent for parsnips which are larger than the specified maximum diameter; and,

(3) 5 percent for parsnips which fail to meet the remaining requirements of the grade, including therein not more than one-half of 1 percent for parsnips affected by soft rot.

§ 51.2311 U.S. Grade B.

U.S. Grade B consists of parsnips of similar varietal characteristics which are firm, clean, well trimmed, not badly deformed and not more than slightly rough; which are froee from soft rot, and free from damage caused by freezing, growth cracks, discoloration, pithiness, woodiness, sunburn, oil spray, dry rot, other disease, insects or mechanical or other means. Parsnips on the shown face shall be reasonably representative in size and quality of the contents of the container.

(a) Unless otherwise specified, the diameter of each parsnip shall be not less than 1 inch and not more than 2¼ inches.

(b) Incident to proper grading and handling the following tolerances, by count, shall be permitted in any lot:

(1) 5 percent for parsnips which are smaller than the specified minimum diameter;

(2) 5 percent for parsnips which are larger than the specified maximum diameter; and

(3) 10 percent for parsnips which fail to meet the remaining requirements of the grade, including therein not more than one-half of 1 percent for parsnips affected by soft rot.

OFF-GRADE

§ 51.2312 Off-grade.

Off-grade consists of parsnips which fail to meet the requirements of the foregoing grades.

DEFINITIONS

§ 51.2313 Similar varietal characteristics.

"Similar varietal characteristics" means that the parsnips in the lot are of the same general type.

§ 51.2314 Firm.

"Firm" means that the root is not soft, flabby, or shriveled.

§ 51.2315 Clean.

"Clean" means that the individual parsnip is practically free from stain, dirt, and other foreign material.

§ 51.2316 Well trimmed.

"Well trimmed" means that the tops shall be cut back to not more than 1 inch in length. Roots may be clipped if they are neatly cut off and the appearance is not materially affected by the removal of an excessive amount.

§ 51.2317 Fairly well formed.

"Fairly well formed" means that the root is not forked or so misshapen as to materially affect its appearance or cause a loss of more than 3 percent, by weight, in the ordinary preparation for use.

§ 51.2318 Fairly smooth.

"Fairly smooth" means that the root is not rough, ridged or covered with secondary rootlets to an extent which materially affects its appearance or causes a loss of more than 3 percent, by weight, in the ordinary preparation for use.

§ 51.2319 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual parsnip or parsnips in the lot, or causes a loss of more than 3 percent, by weight, in the ordinary preparation for use. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Growth cracks when deep or rough, or when appearance of the parsnip is materially affected;

(b) Discoloration when materially affecting the appearance of the root or when it causes a loss of more than 3 percent, by weight, in the ordinary preparation for use; and,

(c) Sunburn when causing a loss of more than 3 percent, by weight, in the ordinary preparation for use, except that superficial light green color at the stem end which does not materially affect the appearance of the root shall be permitted.

§ 51.2320 Diameter.

"Diameter" means the greatest dimension of the root measured at right angles to the longitudinal axis.

§ 51.2321 Badly deformed.

"Badly deformed" means that the parsnip root is so forked or badly misshapen as to seriously affect the appearance or cause a loss of more than 5 percent, by weight, in the ordinary preparation for use.

§ 51.2322 Slightly rough.

"Slightly rough" means that the parsnip root is not rough, ridged or covered with secondary rootlets to an extent which seriously affects its appearance or causes a loss of more than 5 percent, by weight, in the ordinary preparation for use.

Subpart—United States for Grades of Kiwifruit

SOURCE: 47 FR 34513, Aug. 10, 1982, unless otherwise noted.

§ 51.2335 Grades.

(a) "U.S. Fancy" consists of kiwifruit which meet the following requirements:

(1) Basic Requirements:
(i) Similar varietal characteristics;
(ii) Mature;
(iii) Not soft, overripe, or shriveled;
(iv) Carefully packed;
(v) Clean; and,
(vi) Fairly well formed.
(2) Free From:
(i) Worm holes;
(ii) Broken skins which are not healed;
(iii) Sunscald;
(iv) Freezing injury;
(v) Internal breakdown; and,
(vi) Decay.
(3) Free From Injury By:
(i) Bruises;
(ii) Leaf or limbrubs;
(iii) Discoloration;
(iv) Hail;
(v) Growth cracks;
(vi) Scab;
(vii) Scars;
(viii) Heat, sprayburn, or sunburn;
(ix) Scale;
(x) Insects;
(xi) Other diseases; and,
(xii) Mechanical or other means.
(4) Tolerances. (See § 51.2336)

(b) "U.S. No. 1" consists of kiwifruit which meet the following requirements:

(1) Basic Requirements:
(i) Similar varietal characteristics;
(ii) Mature;
(iii) Not soft, overripe, or shriveled;
(iv) Carefully packed;
(v) Clean; and,
(vi) Fairly well formed.
(2) Free From:
(i) Worm holes;
(ii) Broken skins which are not healed;
(iii) Sunscald;
(iv) Freezing injury;
(v) Internal breakdown; and,
(vi) Decay.
(3) Free From Damage By:
(i) Bruises;
(ii) Leaf or limbrubs;
(iii) Discoloration;
(iv) Hail;
(v) Growth cracks;
(vi) Scab;
(vii) Scars;
(viii) Heat, sprayburn, or sunburn;
(ix) Scale;
(x) Insects;
(xi) Other diseases; and,
(xii) Mechanical or other means.
(4) Tolerances. (See § 51.2336):

(c) "U.S. No. 2" consists of kiwifruit which meet the following requirements:

(1) Basic Requirements:
(i) Similar varietal characteristics;
(ii) Mature;
(iii) Not soft, overripe, or shriveled;
(iv) Carefully packed;
(v) Fairly clean; and,
(vi) Not badly misshapen.
(2) Free From:
(i) Worm holes;
(ii) Broken skins which are not healed;
(iii) Sunscald;
(iv) Freezing injury;
(v) Internal breakdown; and,
(vi) Decay.
(3) Free From Serious Damage By:
(i) Bruises;
(ii) Leaf or limbrubs;
(iii) Discoloration;
(iv) Hail;
(v) Growth cracks;
(vi) Scab;
(vii) Scars;
(viii) Heat, sprayburn, or sunburn;
(ix) Scale;
(x) Insects;
(xi) Other diseases; and,
(xii) Mechanical or other means.
(4) Tolerances. (See § 51.2336)

[47 FR 34513, Aug. 10, 1982, as amended at 50 FR 40186, Oct. 2, 1985]

§ 51.2336 Tolerances.

In order to allow for variations incident to proper grading and handling, the following tolerances by count, shall be permitted in any lot:

(a) U.S. Fancy and U.S. No. 1.

(1) For defects at shipping point.[2] 8 percent for fruit which fail to meet the requirements of the specified grade: *Provided*, That included in this amount not more than 4 percent shall be allowed for defects causing serious damage, including in this latter amount not more than 1 percent for fruit affected by internal breakdown or decay.

(2) For defects en route or at destination. 12 percent for fruit which fail to meet the requirements of the specified grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects:

(i) 8 percent for permanent defects;

(ii) 6 percent for defects causing serious damage, including therein not more than 4 percent for serious damage by permanent defects and not more than 2 percent for fruit affected by internal breakdown or decay.

(b) U.S. No. 2.

(1) For defects at shipping point.[2] 8 percent for fruit which fail to meet the requirements of this grade: *Provided*, That included in this amoung not more than 4 percent shall be allowed for sunscald, insects, internal breakdown or decay, including in this latter amount not more than 1 percent for fruit affected by internal breakdown or decay.

(2) For defects en route or at destination. 12 percent for fruit which fail to meet the requirements of this grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects:

(i) 8 percent for permanent defects including therein not more than 4 percent for sunscald, or insects; and,

(ii) 2 percent for internal breakdown or decay.

§ 51.2337 Application of tolerances.

The contents of individual containers in a lot, based on sample inspection, are subject to the following limitations:

(a) Individual samples shall not have more than double a specified tolerance except that at least two defective specimens may be permitted in any container: *Provided*, That not more than one fruit which is frozen or affected by decay be permitted in any container 3 pounds or less; and, *Provided further*, That the averages for the entire lot are within the tolerances specified for the grade.

[47 FR 34513, Aug. 10, 1982, as amended at 50 FR 40186, Oct. 2, 1985]

§ 51.2338 Standard pack.

(a) Fruit shall be fairly uniform in size and shall be packed in boxes, flats, lugs, or cartons and arranged according to approved and recognized methods. Containers shall be well filled; contents tightly packed but not be excessively or unnecessarily bruised by overfilling or oversizing. Fruit in the shown face of the container shall be reasonably representative in size and quality of the contents.

(b) When packed in closed containers the size shall be indicated by marking the container with the numerical count.

(c) Boxes, flats, lugs, or cartons:

(1) Fruit packed in containers with cell compartments, cardboard fillers or molded trays shall be of proper size for the cells, fillers, or molds in which they are packed, and conform to the marked count.

(2) In order to allow for variations incident to proper packing in other types of containers, for example, lugs, cartons, or boxes, the number of fruit shall not vary more than two from the marked count.

(d) "Fairly uniform in size" means that fruit in containers marked numerically to denote size may not vary in diameter more than ½ inch (12.7mm) in sizes 30 or larger; ⅜ inch (9.5mm) is sizes 31 through 38; and ¼ inch (6.4mm) in sizes 39 or smaller. Not more than 5 percent, by count, of the fruit in any container may exceed the diameter range specified.

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[2] Shipping point, as used in these standards, means the point of origin of the shipment in the producing area or at port of loading for ship stores or overseas shipment, or, in the case of shipments from outside the continental United States, the port of entry into the United States.

(e) "Diameter" means the greatest dimension measured at right angles to a line from stem to blossom end.

(f) In order to allow for variations incident to proper sizing and packing, not more than 10 percent, by count, of containers in any lot may fail to meet these requirements.

[47 FR 34513 Aug. 10, 1982, as amended at 50 FR 40186, Oct. 2, 1985]

§ 51.2339 Definitions.

"Similar varietal characteristics" means the fruit in any lot and container are similar in shape, color of skin and flesh.

"Mature" means the fruit has reached the stage of development which will ensure the proper completion of the ripening process. The minimum average soluble solids, unless otherwise specified, shall be not less than 6.5 percent.

"Clean" means the fruit is practically free from dirt, dust, or other foreign material.

"Fairly clean" means the fruit is reasonably free from dirt, dust, or other foreign material.

"Fairly well formed" means the fruit has the shape characteristic of the variety but slight bumps or other roughness are permitted providing they do not materially detract from appearance.

"Badly misshapen" means the fruit is so decidely deformed that its appearance is seriously affected.

"Carefully packed" means the fruit shows no evidence of rough handling.

"Injury" means any defect described in § 51.2340, or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which more than slightly detracts from the appearance, or the edible or marketing quality.

"Damage" means any defect described in § 51.2340 or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality.

"Serious damage" means any defect described in § 51.2340 or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality.

"Permanent defects" means those which are not subject to change during shipment or storage, for example, shape, scars, or growth cracks.

"Condition defects" means those defects which are subject to change during shipment or storage, for example, decay, soft, shriveling, discoloration, or bruises.

[47 FR 34513, Aug. 10, 1982, as amended at 50 FR 40186, Oct. 2, 1985]

§ 51.2340 Classification of defects.

Defects	Injury	Damage	Serious damage
Bruises	When any slight indentation of the fruit or discoloration of the flesh extends more than 1/16 inch (1.6 mm) in depth.	When surface of fruit is indented and discoloration of the flesh extends deeper than ⅛ inch (3.2 mm), or causing slight discoloration exceeding the area of a circle ⅜ inch (9.5 mm) in diameter, or lesser bruises aggregating an area of a circle ⅜ inch (9.5 mm) in diameter which materially detract from the appearance, edible or shipping quality.	When surface of the fruit is indented and discoloration of the flesh extends deeper than ¼ inch (6.4 mm), or causing discoloration exceeding the area of a circle ½ inch (12.7 mm) in diameter, or lesser bruises which seriously detract from the appearance, edible or shipping quality.
Leaf or Limbrubs	When not smooth, or not light colored, or aggregating more than the area of a circle ⅜ inch (9.5 mm) in diameter.	When not smooth, or not light colored, or aggregating more than the area of a circle ½ inch (12.7 mm) in diameter.	When smooth and light colored and aggregating more than the area of a circle 1-½ inches (38.1 mm) in diameter, or dark or slightly rough and barklike scars aggregating more than the area of a circle ¾ inch (19.1 mm) in diameter.
Discoloration	When color and pattern causes a distinct noticeable appearance (except for water staining) affecting more than 5% of surface.	When color and pattern causes an unattractive appearance (except for water staining) affecting more than 10% of surface.	When color and pattern causes a distinct unattractive appearance (except for water staining) affecting more than 25% of surface.
Hail Injury	When unhealed or deep, or aggregating more than the area of a circle 1/16 inch (1.6 mm) in diameter.	When unhealed or deep, or aggregating more than the area of a circle ¼ inch (6.4 mm) in diameter.	When unhealed or deep, or aggregating more than the area of a circle ½ inch (12.7 mm) in diameter.
Growth Cracks	When not healed, or more than one in number, or more than ⅛ inch (3.2 mm) in length or depth.	When not healed, or more than one in number, or more than ⅛ inch (3.2 mm) in depth, or more than ⅜ inch (9.5 mm) in length if within the stem cavity, or more than ¼ inch (6.4 mm) in length if outside the stem cavity.	When not healed and more than ⅛ inch (3.2 mm) in length or depth, or healed and more than 3/16 inch (4.8 mm) in depth, or healed and aggregating more than ⅝ inch (15.9 mm) in length if within the stem cavity, or healed and aggregating more than ½ inch (12.7 mm) in length if outside the stem cavity.
Scab	When cracked, or the aggregate area exceeds that of a circle ⅛ inch (3.2 mm) in diameter.	When cracked, or the aggregate area exceeds that of a circle ¼ inch (6.4 mm) in diameter.	When the aggregate area exceeds that of a circle ½ inch (12.7 mm) in diameter.
Scars	When not smooth, or surface of the fruit is depressed more than 1/32 inch (.8 mm), or not light in color, or when exceeding any of the following aggregate areas, or a combination of two or more types of scars, the seriousness of which exceeds the maximum allowed for any one type: (1) Dark or rough scars when the area exceeds that of a circle ⅛ inch (3.2 mm) in diameter; (2) Fairly light colored, fairly smooth scars when the area exceeds that of a circle ¼ inch (6.4 mm) in diameter; (3) Light colored, smooth scars when the area exceeds that of a circle ½ inch (12.7 mm) in diameter.	When not smooth, or surface of the fruit is depressed more than 1/16 inch (1.6 mm), or when exceeding any of the following aggregate areas, or a combination of two or more types of scars, the seriousness of which exceeds the maximum allowed for any one type: (1) Dark or rough scars when the area exceeds that of a circle ¼ inch (6.4 mm) in diameter; (2) Fairly light colored, fairly smooth scars when the area exceeds that of a circle ½ inch (12.7 mm) in diameter; (3) Light colored, smooth scars when the area exceeds that of a circle ¾ inch (19.1 mm) in diameter.	When the surface of the fruit is depressed more than 3/16 inch (4.8 mm), or when exceeding any of the following aggregate areas, or a combination of two or more types of scars, the seriousness of which exceeds the maximum allowed for any one type: (1) Dark or rough scars when the area exceeds that of a circle ¾ inch (19.1 mm) in diameter; (2) Not dark or rough when the area exceeds one-fourth of the fruit surface.

Heat, Sprayburn and Sunburn.	When the normal color of the skin or flesh is more than slightly changed, or any indentation is present.	When the skin is blistered, cracked or decidedly flattened, or the normal color of the skin or flesh has materially changed, or more than one indentation, or indentation exceeds 3/16 inch (4.8 mm) in diameter.	When the skin is blistered, cracked or decidedly flattened, or causing any dark discoloration of the flesh, or more than two indentations are present, or the aggregate area of indentations exceeds that of a circle 3/8 inch (9.5 mm) in diameter, or when causing a noticeable brownish or darker discoloration over more than one-fourth of surface.
Scale or Scale Marks.	When more than one large scale or scale mark or more than three scales or scale marks of any size are present.	When the aggregate area exceds that of a circle 1/4 inch (6.4 mm) in diameter.	When the aggregate area exceeds that of a circle 3/8 inch (9.5 mm) in diameter.
Insects	When feeding injury is evident on fruit or any insect is present in fruit.	When feeding injury materially detracts from appearance or any insect is present in fruit.	When feeding injury seriously detracts from appearance or any insect is present in fruit.

Classification of defects guidelines are based on fruit 2 inches or smaller in diameter. Accordingly, *larger fruit* are permitted to have defects relative to their size.

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§ 51.2341 Sample size for grade determination.

For fruit place-packed in tray pack containers, the sample shall consist of the contents of the individual container. For fruit jumble-packed in volume filled containers, the sample shall consist of at least 50 fruit. When individual containers contain at least 50 fruit, each individual sample is drawn from one container. When individual containers contain less than 50 fruit, a sufficient number of adjoining containers are opened to form a 50 fruit sample.

[50 FR 40186, Oct. 2, 1985; 50 FR 40961, Oct. 8, 1985]

Subpart—United States Standards for Grades of Topped Carrots

SOURCE: 30 FR 14519, Nov. 20, 1965, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2360 U.S. Extra No. 1.

"U.S. Extra No. 1" consists of carrots of similar varietal characteristics which are well trimmed, firm, clean, fairly well colored, fairly smooth, well formed; which are free from secondary new top growth and soft rot, and free from damage caused by freezing, growth cracks, sunburn, pithiness, woodiness, internal discoloration, oil spray, dry rot, other disease, insects or other means. (See § 51.2365.)

(a) *Size.* The diameter of each carrot is not less than ¾ inch or more than 1½ inches, and the length is not less than 5 inches. (See § 51.2365.)

§ 51.2361 U.S. No. 1.

"U.S. No. 1" consists of carrots of similar varietal characteristics which are well trimmed, firm, fairly clean, fairly well colored, fairly smooth, fairly well formed; which are free from soft rot, and free from damage cuased by freezing, growth cracks, sunburn, pithiness, woodiness, internal discoloration, oil spray, dry rot, other disease, insects or other means. (See § 51.2365.)

(a) *Size.* Unless otherwise specified, the diameter of each carrot is not less than ¾ inch or more than 1½ inches, and the length is not less than 5 inches. (See § 51.2365.)

§ 51.2362 U.S. No. 1 Jumbo.

"U.S. No. 1 Jumbo" consists of carrots which meet all requirements of the U.S. No. 1 grade except for size. (See § 51.2365.)

(a) *Size.* The diameter of each carrot is not less than 1 inch or more than 2½ inches, and the length is not less than 5 inches. (See § 51.2365.)

§ 51.2363 U.S. No. 2.

"U.S. No. 2" consists of carrots of similar varietal characteristics which are well trimmed, firm, not excessively rough, not seriously misshapen; which are free from soft rot, and free from serious damage caused by dirt, freezing, growth cracks, sunburn, pithiness, woodiness, internal discoloration, oil spray, dry rot, other disease, insects or other means. (See § 51.2365.)

(a) *Size.* Unless otherwise specified, the diameter of each carrot is not less than 1 inch or more than 3 inches, and the length is not less than 3 inches. (See § 51.2365.)

UNCLASSIFIED

§ 51.2364 Unclassified.

"Unclassified" consists of carrots which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.2365 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by count, are provided as specified:

(a) *Defects*—(1) *U.S. Extra No. 1 grade.* Ten percent for carrots in any lot which fail to meet the requirements of this grade: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for defects causing serious damage, including therein not more than 1 percent for carrots affected by soft rot.

(2) *U.S. No. 1 and U.S. No. 1 Jumbo grades.* Ten percent for carrots in any lot which fail to meet the requirements of the grade: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for defects causing serious damage, including therein not more than 2 percent for carrots affected by soft rot.

(3) *U.S. No. 2 grade.* Ten percent for carrots which fail to meet the requirements of this grade, including therein not more than 2 percent for carrots affected by soft rot.

(b) *Off-size.* (1) Five percent for carrots in any lot which are larger than the specified maximum diameter; and

(2) Ten percent for carrots in any lot which are smaller than the specified minimum diameter or shorter than the specified minimum length.

APPLICATION OF TOLERANCES

§ 51.2366 Application of tolerances.

Individual samples shall not have more than double the tolerance specified: *Provided,* That not more than one carrot which is frozen or affected by soft rot may be permitted in any package weighing approximately 3 pounds or less: *And provided further,* That the averages for the entire lot are within the tolerances specified for the grade.

SAMPLE FOR GRADE DETERMINATION

§ 51.2367 Sample for grade determination.

Each sample shall consist of 50 carrots. When individual packages contain at least 50 carrots, the sample is drawn from one package; when individual packages contain less than 50 carrots, a sufficient number of adjoining packages are opened to form a 50 carrot sample.

STANDARD SIZING

§ 51.2368 Standard sizing.

(a) Packages of carrots containing 2 pounds or less may be certified as "standard sizing," provided the variation in diameter of the carrots in any individual package is not more than three-eighths inch and the variation in length is not more than 2½ inches.

(b) Not more than 10 percent of the packages in any lot may fail to meet the requirements for "standard sizing."

DEFINITIONS

§ 51.2369 Similar varietal characteristics.

"Similar varietal characteristics" means that the carrots in any lot are of the same general type. For example, carrots with a short, but blunt growth like the Oxheart variety, shall not be mixed with long or half-long carrots like the Imperator or Danvers varieties.

§ 51.2370 Well trimmed.

"Well trimmed" means that the tops are cut back to not more than 1 inch in length, except that new leaves developing within the original central cluster of leafstems, or occasional uncut leaves or leafstems, exceeding this length which do not materially affect the appearance of the individual carrot shall be permitted. Carrots may have tips of roots cut or broken off: *Provided,* That these cuts or breaks are small and fairly smooth and do not materially affect the appearance of the individual carrot.

§ 51.2371 Firm.

"Firm" means that the carrot is not soft, flabby, or shriveled.

§ 51.2372 Clean.

"Clean" means that the individual carrot is practically free from dirt and other foreign matter.

§ 51.2373 Fairly well colored.

"Fairly well colored" means that the carrot has an orange, orange red, or orange scarlet color, but not a pale orange or distinct yellow color.

§ 51.2374 Fairly smooth.

"Fairly smooth" means that the individual carrot is not rough, ridged, or covered with secondary rootlets to the extent that the appearance is materially affected.

§ 51.2375 Well formed.

"Well formed" means that the individual carrot is not forked, or misshapen to the extent that the appearance is more than slightly affected.

§ 51.2376 Secondary new top growth.

"Secondary new top growth" means new leaves or clusters of leaves which have developed outside the original centeral cluster of leafstems.

§ 51.2377 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or shipping quality of the individual carrot or the appearance of the sample as a whole, or which cannot be removed without a loss of more than 5 percent, by weight, in the ordinary preparation for use. The following specific defects shall be considered as damage:

(a) Growth cracks which are not shallow or not smooth, or which materially detract from the appearance of the individual carrot;

(b) Sunburn which causes a loss of more than 5 percent, by weight, in the ordinary preparation for use, except that superficial light green color at the stem end which does not materially detract from the appearance of the carrot shall be permitted.

§ 51.2378 Diameter.

"Diameter" means the greatest dimension of the carrot measured at right angles to the longitudinal axis.

§ 51.2379 Length.

"Length" means the greatest dimension of the carrot measured from the crown to the lowest point which is not less than one-fourth inch in diameter.

§ 51.2380 Fairly clean.

"Fairly clean" means that the individual carrot is reasonably free from dirt and other foreign matter.

§ 51.2381 Fairly well formed.

"Fairly well formed" means that the individual carrot is not forked, or misshapen to the extent that the appearance is materially affected.

§ 51.2382 Excessively rough.

"Excessively rough" means that the individual carrot is rough or ridged to the extent that the appearance is seriously affected.

§ 51.2383 Seriously misshapen.

"Seriously misshapen" means that the individual carrot is forked or misshapen to the extent that the appearance is seriously affected.

§ 51.2384 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance, or the edible or shipping quality of the individual carrot or the appearance of the sample as a whole, or which cannot be removed without a loss of more than 20 percent, by weight, in the ordinary preparation for use.

Subpart—United States Standards for Grades of Radishes

SOURCE: 33 FR 11809, Aug. 21, 1968, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

STYLES

§ 51.2395 Topped radishes.

"Topped radishes" means radishes with the tops clipped back to not more than three-eighths inch in length.

§ 51.2396 Bunched radishes.

"Bunched radishes" means radishes with full length tops which are tied in bunches.

GRADES

§ 51.2397 U.S. No. 1.

"U.S. No. 1" consists of radishes of similar varietal characteristics the roots of which are clean, well formed, smooth, firm, tender, and free from decay and free from damage caused by freezing, growth cracks or air cracks, cuts, pithiness, disease, insects, or other means. Bunched radishes have tops which are fresh and free from decay and free from damage caused by freezing, seedstems, yellowing or other discoloration, disease, insects, or other means.

(a) Unless otherwise specified, the diameter of each root shall be not less than five-eighths inch.

(b) In order to allow for variations incident to proper grading and handling, the following tolerances are provided:

(1) *For defects of roots.* 10 percent, by count, for roots in any lot which fail to meet the requirements for the grade, including therein not more than 1 percent for decay;

(2) *For defects of tops of bunched radishes.* 10 percent, by count, for bunches in any lot which fail to meet the requirements for the grade, including therein not more than 5 percent for decay;

(3) *For off-size roots.* 10 percent, by count, for roots in any lot which fail to meet the specified minimum diameter: *Provided,* That when both minimum and maximum diameters are specified, an additional tolerance of 10 percent shall be allowed for roots which are larger than the maximum diameter specified; and,

(4) *For excess length of tops of topped radishes.* 5 percent, by count, for roots in any lot with tops which are more than three eighths inch long.

[33 FR 11809, Aug. 21, 1968; 33 FR 12288, Aug. 31, 1968. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.2398 U.S. Commercial.

"U.S. Commercial" consists of radishes which meet the requirements for the U.S. No. 1 grade except for the increased tolerances specified in this section.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances are provided:

(1) *For defects of roots.* 20 percent, by count, for roots in any lot which fail to meet the requirements for the grade, but not more than one-half of this amount, or 10 percent, shall be allowed for serious damage, including therein not more than 1 percent for decay;

(2) *For defects of tops of bunched radishes.* 10 percent, by count, for bunches in any lot which fail to meet the requirements for the grade, including therein not more than 5 percent for decay;

(3) *For off-size roots.* 10 percent, by count, for roots in any lot which fail to meet the specified minimum diameter: *Provided,* That when both minimum and maximum diameters are specified, an additional tolerance of 10 percent shall be allowed for roots which are larger than the maximum diameter specified; and,

(4) *For excess length of tops of topped radishes.* 10 percent, by count, for roots in any lot with tops which are more than three eighths inch long.

[33 FR 11809, Aug. 21, 1968; 33 FR 12288, Aug. 21, 1968. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

SAMPLE FOR GRADE DETERMINATION

§ 51.2399 Sample for grade determination.

(a) Topped radishes: Each sample shall consist of 50 roots.

(b) Bunched radishes:

(1) When applying the requirements for tops, each sample shall consist of 25 bunches.

(2) When applying the requirements for roots, each sample shall consist of 50 roots taken from whole or part bunches selected at random from the original 25-bunch sample.

(c) When individual packages contain less than 50 topped radishes or less than 25 bunches, a sufficient number of adjoining packages are opened to obtain the prescribed size sample.

(d) When practical, at point of packing, the sample may be obtained in the packing house from the belt or bin after sorting has been completed.

APPLICATION OF TOLERANCES

§ 51.2400 Application of tolerances.

Individual samples shall have not more than one and one-half times a specified tolerance of 10 percent, and not more than double a specified tolerance of less than 10 percent: *Provided,* That tow roots affected by decay may be permitted in any sample: *And provided further,* That the averages for the entire lot are within the tolerances specified for the grade.

STANDARD BUNCHING

§ 51.2401 Standard bunching.

(a) Standard bunches of radishes shall be fairly uniform in size, and radishes in the individual bunches shall not vary more than one-half inch in diameter.

(b) Not more than 10 percent of the bunches in any lot may fail to meet the requirements for "Standard Bunching."

SIZE TERMS

§ 51.2402 Size terms.

(a) The following terms are provided for describing the diameters of radish roots:

(1) "Small" means less than three-fourths inch in diameter;

(2) "Medium" means three-fourths to 1 inch in diameter;

(3) "Large" means over 1 to ¼ inches in diameter; and,

(4) "Very large" means over 1¼ inches in diameter.

DEFINITIONS

§ 51.2403 Similar varietal characteristics.

"Similar varietal characteristics" means that the radishes in any sample are similar in color and shape; for example, red varieties shall not be mixed with white varieties and globe-shaped varieties shall not be mixed with long-shaped varieties.

§ 51.2404 Clean.

"Clean" means that the radishes are practically free from dirt or other foreign material.

§ 51.2405 Well formed.

"Well formed" means that the root has the shape characteristic of the variety.

§ 51.2406 Smooth.

"Smooth" means that the root is not rough, or ridged to the extent that the appearance is materially affected.

§ 51.2407 Firm.

"Firm" means that the root is crisp and not soft, flabby, or wilted.

§ 51.2408 Tender.

"Tender" means that the root is not stringy or woody.

§ 51.2409 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the individual radish, the individual bunch of radishes, or the appearance of the sample as a whole. The following specific defects shall be considered as damage:

(a) Growth cracks or air cracks:

(1) When more than one are present;

(2) When the flesh is discolored;

(3) When more than one-fourth inch deep; or,

(4) When the length of any crack exceeds the limitations set forth in Table I.

(b) Cuts, including harvester cuts and abrasions:

(1) When the flesh is discolored;

(2) When rough or deep;

(3) When the area of exposed flesh of any cut exceeds the limitations set forth in Table I; or,

(4) When the aggregate of all cuts or abrasions detracts from the appearance more than the maximum size single cut permitted.

TABLE I

Diameter of root	Maximum length of growth crack or air crack permitted	Maximum area of cut permitted—equivalent to
⅝ inch	⅜ inch	⅜ inch circle.
¾ inch	½ inch	½ inch circle.
⅞ inch	⅝ inch	½ inch circle.
1 inch	⅝ inch	⅝ inch circle.
⅔ inch	⅝ inch	¾ inch circle.

(c) Pithiness when there is any distinctly open space, or when more than one-fourth of the surface at a center cut is dry and cottony;

(d) Insects or insect injury when the appearance of the root is materially affected, or when the injury penetrates into the flesh of the root or when the tops are affected to the extent that the appearance of the bunch is materially affected; and,

(e) Yellowing or other discoloration of the tops when the appearance of the bunch is materially affected. The appearance of bunches with tops having slight discoloration such as yellowing, browning, or other abnormal color affecting a few leaves shall not be considered materially affected if the tops as a whole show a predominantly normal green color.

§ 51.2410 Fresh.

"Fresh" means that the tops have normal green color and are not more than slightly wilted.

§ 51.2411 Diameter.

"Diameter" means the greatest dimension of the root measured at right angles to a line running from the crown to the base of the root.

§ 51.2412 Serious damage.

"Serious damage" means any defect or any combination of defects which seriously detracts from the appearance, or the edible or marketing quality of the individual root or the appearance of the bunch.

METRIC CONVERSION TABLE

§ 51.2413 Metric conversion table.

Inches	Millimeters (mm)
1/8	3.2
1/4	6.4
3/8	9.5
1/2	12.7
5/8	15.9
3/4	19.1
7/8	22.2
1	25.4
1 1/4	31.8
1 1/2	38.1

Subpart—United States Consumer Standards for Fresh Turnips

SOURCE: 19 FR 4440, July 20, 1954, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

STYLES

§ 51.2425 Bunched turnips.

"Bunched turnips" means turnips with full length tops which are tied in bunches.

§ 51.2426 Bunched turnips with clipped tops.

"Bunched turnips with clipped tops" means turnips with tops clipped back to not less than 6 inches in length which are tied in bunches.

§ 51.2427 Topped turnips.

"Topped turnips" means turnips with the tops removed to not more than three-fourths inch in length.

GRADES

§ 51.2428 U.S. Grade A.

"U.S. Grade A" consists of turnips of similar varietal characteristics the roots of which are clean, firm, smooth, well formed, well trimmed and free from soft rot, and free from damage caused by cuts, discoloration, freezing, growth cracks, oil spray, pithiness, woodiness, watercore, dry rot, other disease, insects, or mechanical or other means. Bunched turnips or bunched turnips with clipped tops shall have tops which are fresh and free from decay and free from damage caused by freezing, seedstems, yellowing or other discoloration, disease, insects, or mechanical or other means. Turnips on the shown face shall be reasonably representative in size and quality of the contents of the container.

(a) Unless otherwise specified, the diameter of each turnip root shall be not less than 1¾ inches nor more than 2¾ inches.

(b) Incident to proper grading and handling, the following tolerances shall be permitted:

(1) *For defects of roots.* 5 percent, by count, for turnip roots in any lot which fail to meet the requirements of the grade, including therein not more than 1 percent for soft rot;

(2) *For defects of tops of bunched turnips.* 5 percent, by count, for bunches in any lot which fail to meet the requirements of the grade, includ-

ing therein not more than 2 percent for decay;

(3) *For off-length tops.* 5 percent, by count, for bunches in any lot which fail to meet the requirements of the style specified in connection with the lot; and.

(4) *For off-size roots.* 5 percent, by count, for turnip roots in any lot which are smaller than the specified minimum diameter, and 10 percent, by count, for turnip roots which are larger than the specified maximum diameter.

§ 51.2429 U.S. Grade B.

"U.S. Grade B" consists of turnips of similar varietal characteristics the roots of which are clean, firm, fairly smooth, fairly well formed, well trimmed and free from soft rot and free from damage caused by cuts, discoloration, freezing, growth cracks, oil spray, pithiness, woodiness, watercore, dry rot, other disease, insects, or mechanical or other means. Bunched turnips or bunched turnips with clipped tops shall have tops which are fresh and free from decay and free from damage cuased by freezing, seedstems, yellowing or other discoloration , disease, insects, or mechanical or other means. Turnips on the shown face shall be reasonably representative in size and quality of the contents of the container.

(a) Unless otherwise specified, the diameter of each turnip root shall be not less than 1¾ inches nor more than 2¾ inches.

(b) Incident to proper grading and handling, the following tolerances shall be permitted.

(1) *For defects of roots.* 10 percent, by count, for turnip roots in any lot which fail to meet the requirements of the grade, including therein not more than 1 percent for soft rot;

(2) *For defects of tops of bunched turnips.* 10 percent, by count, for bunches in any lot which fail to meet the requirements of the grade, including therein not more than 5 percent for decay;

(3) *For off-length tops.* 10 percent, by count, for bunches in any lot which fail to meet the requirements of the style specified in connection with the lot; and,

(4) *For off-size roots.* 5 percent, by count, for turnip roots in any lot which are smaller than the specified minimum diameter, and 10 percent, by count, for turnip roots which are larger than the specified maximum diameter.

OFF-GRADE

§ 51.2430 Off-Grade.

"Off-Grade" consists of turnips which fail to meet the requirements of either of the foregoing grades.

STANDARD BUNCHING

§ 51.2431 Standard bunching.

(a) Standard bunches of turnips shall be fairly uniform in size, contain at least 3 turnips and weigh not less than one pound.

(b) Incident to proper bunching, not more than 10 percent, by count, of the bunches in any lot may fail to meet the requirements for "Standard Bunching."

DEFINITIONS

§ 51.2432 Similar varietal characteristics.

"Similar varietal characteristics" means that the turnips in any lot are similar in color and shape; for example, yellow-fleshed varieties shall not be mixed with white-fleshed varieties and flat varieties and long varieties shall not be mixed.

§ 51.2433 Clean.

"Clean" means that the individual turnip is practically free from dirt or other foreign material.

§ 51.2434 Firm.

"Firm" means that the turnip is not soft, flabby, or shriveled.

§ 51.2435 Smooth.

"Smooth" means that the root is not rough or ridged to the extent that the appearance is materially affected.

§ 51.2436 Well formed.

"Well formed" means that the root is not misshapen to the extent that the appearance is materially affected.

§ 51.2437 Well trimmed.

"Well trimmed" means that unattractive secondary rootlets and any objectionably long or coarse taillike part of the root has been cut off.

§ 51.2438 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individul root, or roots in the lot, or causes a loss of more than 3 percent, by weight, in the ordinary preparation for use, or which materially affects the appearance or shipping quality of the tops of bunches in the lot. Any one of the following defect, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Cuts when discolored, rough or deep, or when the appearance is materially affected;

(b) Growth cracks which are not shallow and not smooth or which materially affect the appearance of the turnip;

(c) Pithiness when the edible quality is materially affected by pith;

(d) Insects or insect injury when the appearance or edible quality of the root is materially affected, or when the tops are affected to the extent that the appearance of the bunch is materially affected; and,

(e) Yellowing or other discoloration or injury to the tops when the appearance of the bunch is materially affected. The appearance of the bunch with tops having slight discoloration such as yellowing, browning, or other abnormal color affecting a few leaves shall not be considered materially affected if the tops as a whole show a predominantly normal green color.

§ 51.2439 Fresh.

"Fresh" means that the tops are of normal green color and not badly wilted.

§ 51.2440 Diameter.

"Diameter" means the greatest dimension of the root measured at right angles to a line running from the crown to the base of the root.

§ 51.2441 Fairly smooth.

"Fairly smooth" means that the root is not rough or ridged to the extent that the appearance is seriously affected.

§ 51.2442 Fairly well formed.

"Fairly well formed" means that the root is not misshapen to the extent that the appearance is seriously affected.

Subpart—United States Standards for Bunched Carrots

SOURCE: 19 FR 5202, Aug. 18, 1954, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2455 U.S. No. 1.

"U.S. No. 1" consists of carrots of similar varietal characteristics the roots of which are firm, fairly clean, fairly well colored, fairly smooth, well formed, and which are free from soft rot, and free from damage caused by freezing, growth cracks, sunburn, pithiness, woodiness, internal discoloration, oil spray, dry rot, other disease, insects or mechanical or other means. Bunches shall have tops which are fresh and free from decay and free from damage caused by freezing, seedstems, yellowing or other discoloration, disease, insects or mechanical or other means. Unless otherwise specified, the bunches shall have full tops and the length of tops shall be not more than 20 inches. (See § 51.2459.)

(a) *Size.* Unless otherwise specified, the diameter of each carrot shall be not less than three-fourths inch.

(b) *Tolerances.* In order to allow for variations incident to proper grading and handling the following tolerances shall be permitted:

(1) *For defects of roots.* 10 percent, by count, for carrot roots in any lot which fail to meet the requirements of the grade, other than for size: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for defects causing serious damage, including therein not more

than one percent for carrot roots affected by soft rot;

(2) *For defects of tops.* 10 percent, by count, for bunches in any lot which fail to meet the requirements of the grade, including therein not more than 5 percent for decay;

(3) *For off-length tops.* 25 percent, by count, for bunches in any lot which have tops longer than the specified length; and,

(4) *For off-size roots.* 5 percent, by count, for carrot roots in any lot which are smaller than the specified minimum diameter, and 10 percent, by count, for carrot roots which are larger than any specified maximum diameter.

§ 51.2456 U.S. Commercial.

"U.S. Commercial" consists of carrots which meet the requirements of U.S. No. 1 except for the increased tolerance for defects of the roots specified below:

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling the following tolerances shall be permitted:

(1) *For defects of roots.* 20 percent, by count, for carrot roots in anylot which fail to meet the requirements of the grade, other than for size: *Provided,* That not more than one-half of this amount, or 10 percent, shall be allowed for defects causing serious damage, including therein not more than 1 percent for carrot roots affected by soft rot;

(2) *For defects of tops.* 10 percent, by count, for bunches in any lot which fail to meet the requirements of the grade, including therein not more than 5 percent for decay;

(3) *For off-length tops.* 25 percent, by count, for bunches in any lot which have tops longer than the specified length; and,

(4) *For off-size roots.* 5 percent, by count, for carrot roots in any lot which are smaller than the specified minimum diameter, and 10 percent, by count, for carrot roots which are larger than any specified maximum diameter.

UNCLASSIFIED

§ 51.2457 Unclassified.

"Unclassified" consists of carrots which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.2458 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations, provided the averages for the entire lot are within the toleances specified for the grade:

(1) For a tolerance of 10 percent or more, individual packages in any lot shall have not more than one and one-half times the tolerance specified, except that at least one defective and one off-size specimen may be permitted in a package; and,

(2) For a tolerance of less than 10 percent, individual packages in any lot shall have not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in a package.

LENGTH OF TOPS

§ 51.2459 Length of tops.

In addition to the statement of grade, the length of tops may be specified in accordance with the following length classifications:

Short	Medium	Long	Extra long
Under 12 inches	12 to 16 inches, inclusive	Over 16 to 20 inches, inclusive	Over 20 in

STANDARD BUNCHES

§ 51.2460 Standard bunches.

(a) When specified as "standard bunches" the carrots shall meet the following requirements:

(1) Each bunch of carrots including tops, shall weigh not less than 1 pound and contain at least 4 carrots;

(2) When the diameter of the smallest carrot in the bunch is less than 1¼ inches, not over one-fourth inch variation in the size of carrots in the bunch shall be permitted;

(3) When the diameter of the smallest carrot in the bunch is 1¼ to 1¾ inches, inclusive, not over three-eighths inch variation in the size of carrots in the bunch shall be permitted; and,

(4) When the diameter of the smallest carrot in the bunch is larger than 1¾ inches, not over one-half inch variation in the size of carrots in the bunch shall be permitted.

(b) In order to allow for variations incident to proper bunching not more than 10 percent, by count, of the bunches may fail to meet the requirements for "standard bunches."

DEFINITIONS

§ 51.2461 Similar varietal characteristics.

"Similar varietal characteristics" means that the carrots in any lot are of the same general type. For example, carrots with a short, but blunt growth, like the Oxheart variety, shall not be mixed with long or half-long carrots, like the Imperator or Danvers varieties.

§ 51.2462 Firm.

"Firm" means that the carrot is not soft, flabby, or shriveled.

§ 51.2463 Fairly clean.

"Fairly clean" means that the individual carrot is reasonably free from dirt, stain or other foreign matter and that the general appearance of the carrots in the lot is not more than slightly affected.

§ 51.2464 Fairly well colored.

"Fairly well colored" means that the carrot has an orange, orange red, or orange scarlet color, but not a pale orange or distinct yellow color.

§ 51.2465 Fairly smooth.

"Fairly smooth" means that the carrot is not rough, ridged, or covered with secondary rootlets to the extent that the appearance is materially affected.

§ 51.2466 Well formed.

"Well formed" means that the carrot is not forked, or misshapen to the extent that the appearance is more than slightly affected.

§ 51.2467 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual carrot root, or the general appearance of the carrot roots in the container, or causes a loss of more than 3 percent, by weight, in the ordinary preparation for use, or which materially affects the appearance or shipping quality of the tops. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Growth cracks which are not shallow or not smooth, or which materially affect the appearance of the carrot;

(b) Sunburn which causes a loss of more than 3 percent, by weight, in the ordinary preparation for use, except that superficial light green color at the stem end which does not materially affect the appearance of the root shall be permitted; and,

(c) Yellowing or other discoloration or injury to the tops when the appearance of the bunch is materially affected. The appearance of the individual bunch shall be considered materially affected when the tops are trimmed to the extent that only a relatively few leaves remain. The appearance of bunches with tops having slight discoloration such as yellowing, browning or other abnormal color affecting a few leaflets shall not be considered materially affected if the tops as a whole show a predominantly normal green color.

§ 51.2468 Fresh.

"Fresh" means that the tops are not badly wilted.

§ 51.2469 Full tops.

"Full tops" means that the leafstems have not been cut back, but dried or damaged leaves or leafstems may have been removed.

§ 51.2470 Diameter.

"Diameter" means the greatest dimension of the root measured at right angles to the longitudinal axis.

§ 51.2471 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the individual carrot or the general appearance of the carrots in the container, or causes a loss of more than 20 percent, by weight, in the ordinary preparation for use.

Subpart—United States Standards for Carrots With Short Trimmed Tops

SOURCE: 19 FR 5203, Aug. 18, 1954, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2485 U.S. No. 1.

"U.S. No. 1" consists of carrots of similar varietal characteristics the roots of which are firm, fairly clean, fairly well colored, fairly smooth, well formed, and which are free from soft rot and free from damage caused by freezing, growth cracks, sunburn, pithiness, woodiness, internal discoloration, oil spray, dry rot, other disease, insects or mechanical or other means. The carrots shall have leafstems which are free from decay and free from damage caused by freezing, seedstems, yellowing or other discoloration, disease, insects or mechanical or other means. The leafstems shall be cut back to not more than 4 inches in length.

(a) *Size.* Unless otherwise specified, the diameter of each carrot shall be not less than three-fourths inch.

(b) *Tolerances.* In order to allow for variations incident to proper grading and handling the following tolerances shall be permitted:

(1) *For defects of roots.* 10 percent, by count, for carrot roots in any lot which fail to meet the requirements of the grade, other than for size: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for defects causing serious damage, including therrein not more than 1 percent for carrot roots affected by soft rot;

(2) *For defects of leafstems.* 10 percent, by count, for carrots in any lot which have leafstems which fail to meet the requirements of the grade, including therein not more than 5 percent for leafstems affected by decay;

(3) *For off-size roots.* 5 percent, by count, for carrot roots in any lot which are smaller than the specified minimum diameter, and 10 percent, by count, for carrot roots which are larger than any specified maximum diameter; and,

(4) *For off-length leafstems.* 10 percent, by count, for carrots in any lot which have leafstems longer than the specified maximum length.

§ 51.2486 U.S. Commercial.

"U.S. Commercial" consists of carrots which meet the requirements of U.S. No. 1 except for the increased tolerance for defects of the roots specified below:

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling the following tolerances shall be permitted:

(1) *For defects of roots.* 20 percent, by count, for carrot roots in any lot which fail to meet the requirements of the grade, other than for size; *Provided,* That not more than one-half of this amount, or 10 percent, shall be allowed for defects causing serious damage, including therein not more than 1 percent for carrot roots affected by soft rot;

(2) *For defects of leafstems.* 10 percent, by count, for carrots in any lot which have leafstems which fail to meet the requirements of the grade, including therein not more than 5 percent for leafstems affected by decay;

(3) *For off-size roots.* 5 percent, by count, for carrot roots in any lot which are smaller than the specified minimum diameter and 10 percent, by count, for carrot roots which are

larger than any specified maximum diameter; and,

(4) *For off-length leafstems.* 10 percent, by count, for carrots in any lot which have leafstems longer than the specified maximum length.

UNCLASSIFIED

§ 51.2487 Unclassified.

"Unclassified" consists of carrots which have not been classified in accordance with either of the foregoing grades. The terms "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.2488 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations, provided the averages for the entire lot are within the tolerances specified for the grade:

(1) For packages which contain more than 5 pounds and a tolerance of 10 percent or more is provided, individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 5 pounds and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified except that at least one defective specimen shall be permitted in a package; and

(2) For packages which contain 5 pounds or less, individual packages in any lot are not restricted as to the percentage of defects: *Provided,* That not more than one carrot which is frozen or affected by soft rot may be permitted in any package.

STANDARD SIZING

§ 51.2489 Standard sizing.

(a) Carrots in packages of 2 pounds or less may be certified as "Standard Sizing," provided in variation in diameter of the carrots in any individual package is not more than three-eighths inch and the variation in length is not more than 2½ inches.

(b) Not more than 20 percent of the packages in any lot may contain carrots which fail to meet the requirements for "Standard Sizing."

DEFINITIONS

§ 51.2490 Similar varietal characteristics.

"Similar varietal characteristics" means that the carrots in any lot are of the same general type. For example, carrots with a short, but blunt growth, like the Oxheart variety, shall not be mixed with long or half-long carrots, like the Imperator or Danvers varieties.

§ 51.2491 Firm.

"Firm" means that the carrot is not soft, flabby or shriveled.

§ 51.2492 Fairly clean.

"Fairly clean" means that the individual carrot is reasonably free from dirt, stain or other foreign matter and that the general appearance of the carrots in the lot is not more than slightly affected.

§ 51.2493 Fairly well colored.

"Fairly well colored" means that the carrot has an orange, orange red, or orange scarlet color, but not a pale orange or distinct yellow color.

§ 51.2494 Fairly smooth.

"Fairly smooth" means that the carrot is not rough, ridged, or covered with secondary rootlets to the extent that the appearance is materially affected.

§ 51.2495 Well formed.

"Well formed" means that the carrot is not forked, or misshapen to the extent that the appearance is more than slightly affected.

§ 51.2496 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual carrot root or the general appearance of the carrot root or the general appearance of the roots in the container, or causes a loss of more than 3 percent, by weight, in the ordinary preparation for use, or which materially affects the appearance or shipping quality of the leafstems. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Growth cracks which are not shallow or not smooth, or which materially affect the appearance of the carrot;

(b) Sunburn which causes a loss of more than 3 percent, by weight, in the ordinary preparation for use, except that superficial light green color at the stem end which does not materially affect the appearance of the root shall be permitted; and,

(c) Yellowing or other discoloration or injury to the leafstems when the appearance of the leafstems is materially affected.

§ 51.2497 Diameter.

"Diameter" means the greatest dimension of the root measured at right angles to the longitudinal axis.

§ 51.2498 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the individual carrot or the general appearance of the carrots in the container, or causes a loss of more than 20 percent, by weight, in the ordinary preparation for use.

Subpart—United States Standards for Grades of Lettuce[1]

SOURCE: 40 FR 46295, Oct. 7, 1975, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2510 U.S. Fancy.

"U.S. Fancy" consists of heads of lettuce which meet the following requirements:

(a) Basic requirements:

(1) Similar varietal characteristics;

(2) Fresh;

(3) Green;

(4) Not soft;

(5) Not burst;

(b) Free from:

(1) Decay;

(2) Russet spotting;

(3) Doubles;

(c) Free from injury by:

(1) Tipburn;

(2) Downy mildew;

(3) Field freezing;

(4) Discoloration;

(d) Not damaged by any other cause.

(e) Each head shall be fairly well trimmed unless specified as closely trimmed.

(f) For tolerances see § 51.2513.

§ 51.2511 U.S. No. 1.

"U.S. No. 1" consists of heads of lettuce which meet the following requirements:

(a) Basic requirements:

(1) Similar varietal characteristics;

(2) Fresh;

(3) Green;

(4) Not soft;

(5) Not burst;

(b) Free from:

(1) Decay;

(2) Doubles.

(c) Not damaged by any other cause.

(d) Each head shall be fairly well trimmed unless specified as closely trimmed.

(e) For tolerances see § 51.2513.

§ 51.2512 U.S. No. 2.

"U.S. No. 2" consists of heads of lettuce which meet the following requirements:

(a) Basic requirements:

(1) Similar varietal characteristics;

(2) Not burst;

(b) Free from decay;

(c) Not seriously damaged by any other cause;

(d) Unless otherwise specified each head shall be reasonably trimmed.

(e) For tolerances see § 51.2513.

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

TOLERANCES

§ 51.2513 Tolerances.

In order to allow for variations incident to proper grading and handling the following tolerances, by count, shall be permitted in any lot:

(a) *U.S. Fancy*—(1) *For defects at shipping point.*[2] 8 percent for heads of lettuce which fail to meet the requirements of this grade: *Provided*, That included in this amount not more than 5 percent shall be allowed for soft heads: *And provided further*, That not more than 4 percent shall be allowed for defects causing serious damage; included in this latter amount not more than 1 percent for heads which are affected by decay on any portion of the head exclusive of the wrapper leaves.

(2) *En route or at destination.* 12 percent for heads of lettuce which fail to meet the requirements of this grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 8 percent for heads having permanent defects including therein not more than 5 percent for soft heads; or,

(ii) 6 percent for heads which are seriously damaged; including therein not more than 4 percent for heads seriously damaged by permanent defects and not more than 3 percent for heads which are affected by decay on any portion of the head exclusive of the wrapper leaves. (See § 51.2514.)

(b) *U.S. No. 1*—(1) *For defects at shipping point.*[2] *8 percent for heads of lettuce which fail to meet the requirements of this grade: Provided*, That included in this amount not more than 5 percent shall be allowed for soft heads: *And provided further*, That not more than 4 percent shall be allowed for defects causing serious damage, included in this latter amount not more than 1 percent for heads which are affected by decay on any portion of the head exclusive of the wrapper leaves.

(2) *En route or at destination.* 12 percent for heads of lettuce which fail to meet the requirements of this grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 8 percent for heads having permanent defects including therein not more than 5 percent for soft heads; or,

(ii) 6 percent for heads which are seriously damaged; including therein not more than 4 percent for heads seriously damaged by permanent defects and not more than 3 percent for heads which are affected by decay on any portion of the head exclusive of the wrapper leaves. (see § 51.2514.)

(c) *U.S. No. 2*—(1) *For defects at shipping point.*[2] 8 percent for heads of lettuce which fail to meet the requirements of this grade: *Provided*, That included in this amount not more than 3 percent shall be allowed for heads which are affected by decay on any portion of the head exclusive of the wrapper leaves.

(2) *En route or at destination.* 12 per-percent for heads of lettuce which fail to meet the requirements of this grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 8 percent for heads having permanent defects; or,

(ii) 5 percent for heads which are affected by decay on any portion of the head exclusive of the wrapper leaves. (See § 51.2514.)

APPLICATION OF TOLERANCES

§ 51.2514 Application of tolerances.

(a) In order to meet the requirements of a specified grade the average percentage of defective specimens in the lot, based on sample inspection shall be within the tolerances specified, and the number of defective specimens in individual packages in the lot shall be within the limitations set forth in the following table:

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[2] Shipping point, as used in these standards, means the point of origin of the shipment in producing area or at port of loading for ship stores or overseas shipment, or in the case of shipments from outside the continental United States, the port of entry into the United States.

[2] See footnote 2 to § 51.2513(a)(1).

TABLE I—MAXIMUM NUMBER OF DEFECTIVE HEADS PERMITTED IN ANY PACKAGE

Lot tolerance, percent	Total number of heads in package			
	24	8 or 20	30	Over 30
1	1	1	2	2
3	3	2	3	4
4	3	3	4	4
5	3	3	4	5
6	4	3	5	6
8	5	4	6	7
12	6	5	7	9

PRECOOLING REQUIREMENTS

§ 51.2515 Precooling requirements.

The following precooling requirements may be used in certifying lettuce in the producing area:

(a) Lettuce certified as meeting "Precooling Requirements" in the producing area shall have a core temperature of not more than 36° F (2.2° C) when placed in a refrigerated conveyance or storage.

(1) The temperature shall be taken near the center of the head with a thermometer which has previously been cooled to the approximately temperature of the lettuce.

STANDARD PACK

§ 51.2516 Standard pack.

(a) Heads of lettuce shall be fairly uniform in size, and fairly tightly to tightly packed but not excessively tightly packed in uniform layers in the container according to the approved and recognized methods; except that in standard fiberboard containers a "bridge" of 6 heads may be placed between the layers in a 2½ dozen pack.

(1) Fairly uniform in size means that not more than 10 percent, by count, of heads in any container may vary appreciably in size from the standard size head for the count pack.

(i) The standard size head for a 2 dozen pack is that size head, having 4 wrapper leaves, which will pack tightly but not excessively tightly, 3 rows with 4 heads of uniform size in each row in a layer in a standard fiberboard container. Heads having lesser or greater numbers of wrapper leaves which can be packed as specified herein are considered equivalent in size to a standard size head with 4 wrapper leaves.

(2) Excessively tightly packed means that heads are packed so tightly as to cause distortion, or crushing of the heads or breaking of the midribs.

(b) When heads of lettuce are wrapped no head may have more than 1 wrapper leaf.

(c) In order to allow for variations incident to proper packing not more than a total of 10 percent of the containers in any lot may fail to meet the requirements of standard pack.

STANDARD WEIGHT

§ 51.2517 Standard weight.

(a) The following weight requirements may be used in connection with grade.

(1) Lettuce packed in a standard lettuce containers shall have a net weight of not less than 42 pounds (19 kg) and not more than 50 pounds (23 kg).

(b) In order to allow for variations incident to proper packing, not more than a total of 5 percent of the containers in any lot may fail to meet the requirements of standard weight.

SOLIDITY CLASSIFICATION

§ 51.2518 Solidity classification.

(a) Solidity of lettuce may be specified in connection with the grade in accordance with any of the following classification:

(1) *Hard.* "Hard" means that the head is compact and solid. This term represents the highest degree of solidity.

(2) *Firm.* "Firm" means that the head is compact, but may yield slightly to moderate pressure.

(3) *Fairly firm.* "Fairly firm" means that although the head is not firm, it is not soft and spongy, and has good head formation.

(4) *Soft.* "Soft" means that the head is easily compressed or spongy.

DEFINITIONS

§ 51.2519 Similar varietal characteristics.

"Similar varietal characteristics" means that the heads in any container

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have the same characteristic leaf growth. For example, lettuce of the Iceberg and Big Boston types shall not be mixed.

§ 51.2520 Fresh.

"Fresh" means that the head as a whole has normal succulence and the wrapper leaves and the outermost head leaves are not more than slightly wilted.

§ 51.2521 Green.

"Green" means that one-half or more of the exterior surface of the head, exclusive of the wrapper leaves, has at least a light green color.[3]

§ 51.2522 Burst.

"Burst" means that the head is split or broken open.

§ 51.2523 Doubles.

"Doubles" means two heads on the same stem.

§ 51.2524 Fairly well trimmed.

"Fairly well trimmed" means that the butt is trimmed off closely below the point of attachment of the outer leaves, and that on a head of Iceberg type lettuce, wrapper leaves do not exceed 7 in number.

§ 51.2525 Closely trimmed.

"Closely trimmed" means that the butt is trimmed off closely below the point of attachment of the outer leaves, and that on a head of Iceberg type lettuce, wrapper leaves do not exceed 3 in number.

§ 51.2526 Reasonably trimmed.

"Reasonably trimmed" means that the butt is trimmed off closely below the point of attachment of the outer leaves, and that on a head of Iceberg type lettuce, wrapper leaves do not exceed 12 in number.

§ 51.2527 Cap leaf.

"Cap leaf" is the first head leaf. This is the outermost leaf which fairly closely enfolds the compact portion of the head, some portion of which extends to the top of the crown. The tip of the leaf may be separated from the head, *Provided, That* the separation does not extend more than 1¼ inches (31.8 mm) in height from the compact portion of the head. (See figure 1.)

(a) All leaves outside of the cap leaf are wrapper leaves.

(b) On elongated or pointed heads the inner leaves that closely enfold the head three-fourths of their length are head leaves.

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[3] The color referred to is illustrated by plate 5 GY 8/6 in the Munsell Book of Color. Individual plates of the above color may be purchased from the Munsell Color Co., 2441 North Calvert, Baltimore, Md. 21218.

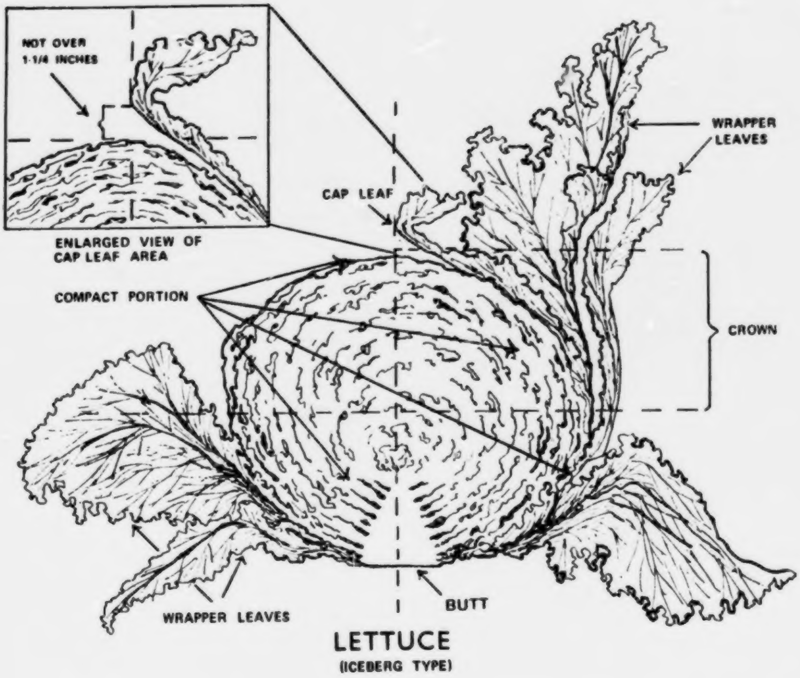
NOT OVER 1-1/4 INCHES
ENLARGED VIEW OF CAP LEAF AREA
CAP LEAF
WRAPPER LEAVES
COMPACT PORTION
CROWN
WRAPPER LEAVES
BUTT
LETTUCE
(ICEBERG TYPE)

FIGURE 1

§ 51.2528 Crown.

"Crown" means the upper half of the head. (See figure 1.)

§ 51.2529 Injury.

"Injury" means any specific defect described in § 51.2534, Tables II and III, or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which noticeably detracts from the appearance, or the edible or marketing quality of the lettuce.

§ 51.2530 Damage.

"Damage" means any specific defect described in § 51.2534, Tables II and III, or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the lettuce.

§ 51.2531 Serious damage.

"Serious damage" means any specific defect described in § 51.2534, Tables II and III, or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the lettuce.

§ 51.2532 Permanent defects.

"Permanent defects" means defects which are not subject to change during shipment or storage, including but not limited to soft, burst, open or poorly trimmed heads, seedstems or dirt.

§ 51.2533 Condition defects.

"Condition defects" means defects which are subject to change during shipment or storage, including but not limited to decay, tipburn, russet spotting, pink rib, rib discoloration, and freezing injury.

§ 51.2534 Classification of defects.

TABLE II—AT SHIPPING POINT [2]

Defect	Injury	Damage	Serious damage
Tipburn	More than 2 spots of tipburn occurring anywhere in the compact portion of the head or the aggregate area of discernible tipburn, regardless of color, exceeds that of a rectangle 1-inch (25.4 mm) in length and ¼-inch (6.4 mm) in width.	Aggregate area of tipburn occurring anwhere in the compact portion of the head exceeds a rectangle 1-inch (25.4 mm) in length and ½-inch (12.7 mm) in width.	Aggregate area of tipburn occurring anywhere in the compact portion of the head exceeds that of a rectangle 3-inches (76.2 mm) in length and 1-inch (25.4 mm) in width.
Downy mildew	Occurring on any head or wrapper leaf.	Readily apparent on any head leaf; when mildew not accompanied by discoloration is readily apparent on more than 2 wrapper leaves, or discoloration associated with mildew is readily apparent on any wrapper leaf.	Materially detracting from the appearance or shipping quality of any head leaf; mildew not accompanied by discoloration is readily apparent on more than 3 wrapper leaves, or discoloration associated with mildew is readily apparent on more than 2 wrapper leaves.
Opening		In a hard or firm head when ¼ or more of the head is separated from the remainder, or any degree of opening in a fairly firm head.	
Seedstems		Excessively long, excessively curved, tough or fibrous. (see figs. 2 and 3).	Causing the head to split or when protruding through the outer head leaves.
Broken midribs		More than 2 head leaves have midribs broken in 2 due to abnormal growth.	More than 4 head leaves have midribs broken in 2 due to abnormal growth.
Russett spotting	Present in any degree	Present in any degree	Present in any degree.
Pink rib	Occurring on any head leaf	Ribs of more than 2 head leaves show areas of deep pink color more than 2-inches (50.8 mm) in length or when causing more than 2 head leaves to be excessively papery and tough.	Areas of deep pink color seriously detracts from the appearance or the edible quality of more than 2 head leaves.
Rib discoloration	Occurring on any head leaf	Aggregate length of brown or black spots on outer surface of any head leaf exceeds 1 inch (25.4 mm).	Seriously detracting from the appearance or the edible quality of more than 2 head leaves.
Dirt		Compact portion of the head is smeared with mud, or wrapper leaves are badly smeared with mud, or when the basal portion is caked with mud or dry dirt.	
Insects and worms		Compact portion of the head is infested, or the wrapper leaves are badly infested with insects or worms, or there is feeding injury on the compact portion of the head.	Compact portion of the head is infested, or the wrapper leaves are badly infested with insects or worms, or there is feeding injury on more than 2 head leaves.

TABLE II—AT SHIPPING POINT [2]—Continued

Defect	Injury	Damage	Serious damage
Field Freezing	Any peeling, feathering or yellow or brown discoloration resulting from field freezing is readily apparent on any outer head leaf.	Peeling or feathering extends over more than ¾ the area of the crown on more than 2 head leaves or yellow or brown discoloration resulting from field freezing extends over more than ½ of the crown, or the wrapper leaves are seriously damaged by discoloration resulting from freezing.	
Discoloration (other than caused by freezing).	Any 1 of the following types or a combination of 2 or more types the seriousness of which exceeds the maximum allowed for any 1 type. (1) Yellow or brown discoloration from any cause affecting any portion of the leaf, when materially detracting from the appearance of the wrapper leaves. (2) Yellow or brown discoloration from any cause when readily apparent on the compact portion of the head. (3) Discoloration following bruising noticeably detracting from the appearance of more than 2 outer head leaves.	Any 1 of the following types or a combination of 2 or more types the seriousness of which exceeds the maximum allowed for any 1 type. (1) Yellow or brown, affecting any portion of the leaf, or seriously detracting from the appearance of the wrapper leaves. (2) Yellow or brown, materially detracting from the appearance of the head exclusive of the wrapper leaves. (3) Discoloration following bruising seriously detracting from the appearance of more than 2 outer head leaves.	Any 1 of the following types, or a combination of 2 or more types the seriousness of which exceeds the maximum allowed for any 1 type. (1) Yellow or brown, affecting any portion of the leaf, or very seriously detracting from the appearance of the wrapper leaves. (2) Yellow or brown, seriously detracting from the appearance of the head leaves exclusive of the wrapper leaves.

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[2] Shipping point, as used in these standards, means the point of origin of the shipment in the producing area or at port of loading for ship stores for overseas shipment, or, in the case of shipments from outside the continental United States, the port of entry into the United States.

TABLE III—EN ROUTE OR AT DESTINATION

Defect	Injury	Damage	Serious damage
Tipburn	Aggregate area of tipburn of a light buff[4] or darker color exceeds that of a rectangle 1 inch (25.4 mm) in length and ¼ inch (6.4 mm) in width.	Aggregate area of tipburn of a light buff[4] or darker color occurring anywhere in the compact portion of the head exceeds a rectangle 1 inch (25.4 mm) in length and ½ inch (12.7 mm) in width.	Aggregate area of tipburn of a light buff[1] or darker color occurring anywhere in the compact portion of the head exceeds that of a rectangle 3 inches (78.2 mm) in length and 1 inch (25.4 mm) in width.
Downy mildew	Any that is readily apparent on any head leaf or discoloration associated with mildew is readily apparent on more than 2 wrapper leaves.	Materially detracting from the appearance of any head leaf or seriously detracting from the appearance of more than 2 wrapper leaves.	Materially detracting from the appearance of more than 2 head leaves or seriously detracting from the appearance of the wrapper leaves.
Pink rib	More than 2 head leaves having midribs showing noticeable areas of pink color as viewed on the outer surface of the leaf or when causing any head leaf to be excessively papery and tough.	See Table II.	See Table II.
Russet spotting	Present in any degree	Present in any degree on more than 2 outer head leaves, or when the number, size, and color of the spots materially detracts from the appearance of any head leaf.	The number, size, and color of the spots seriously detracts from the appearance of 2 or more head leaves.
Rib discoloration	Any distinct brown or black spots or rib discoloration present on the outer surface of any head leaf.	See Table II.	See Table II.

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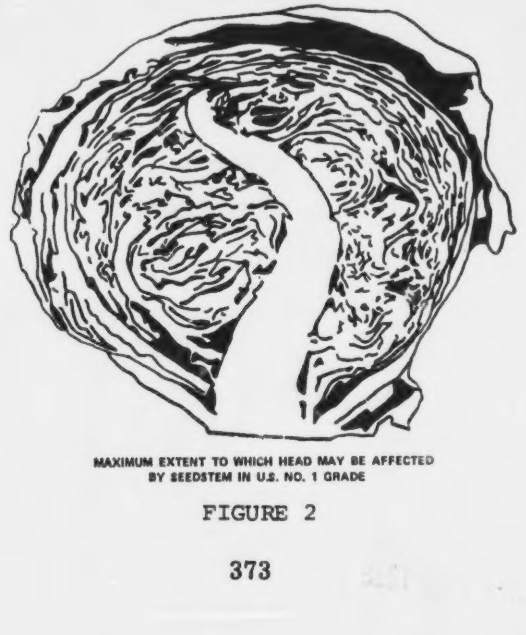
[1] The color referred to is illustrated by plate 10 YR 8/4 in the Munsell Book of Color. Individual plates of the above color may be purchased from the Munsell Color Co., 2441 North Calvert Street, Baltimore, Md. 21218.

NOTE: For classification of the following defects refer to Table II: opening, seedstems, broken midribs, field freezing, discoloration, and dirt.

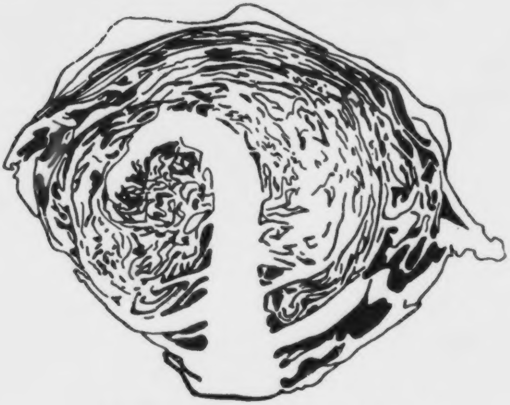
LETTUCE SEEDSTEM



MAXIMUM EXTENT TO WHICH HEAD MAY BE AFFECTED BY SEEDSTEM IN U.S. NO. 1 GRADE

FIGURE 2

LETTUCE SEEDSTEM



MAXIMUM EXTENT TO WHICH HEAD MAY BE AFFECTED
BY SEEDSTEM IN U.S. NO. 1 GRADE

FIGURE 3

[40 FR 46295, Oct. 7, 1975; 40 FR 48494, Oct. 16, 1975. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

Subpart—United States Standards for Dandelion Greens

SOURCE: 20 FR 19, Jan. 4, 1955, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.2585 General.

These standards are applicable to dandelion greens consisting of either plants or cut leaves, but they shall not be applicable to mixtures of plants and cut leaves in the same container.

GRADES

§ 51.2586 U.S. No. 1.

U.S. No. 1 consists of dandelion greens of similar varietal characteristics which are fresh, fairly tender, fairly clean, well trimmed, and which are free from decay and free from damage caused by seedstems, discoloration, freezing, foreign material, disease, insects or mechanical or other means.

(a) *Tolerance for defects.* In order to allow for variations incident to proper grading and handling, other than for mixtures of plants and cut leaves, not more than a total of 10 percent, by weight, of the units in any lot, may fail to meet the requirements of the grade: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for serious damage by any cause, and including therein not more than 2 percent for decay. (See § 51.2589.)

(b) *Tolerances for mixtures of plants and leaves.* Not more than 5 percent, by weight, of the dandelion greens packed as plants, in any lot, may consist of cut leaves or when packed as cut leaves may consist of plants. (See § 51.2589.)

UNCLASSIFIED

§ 51.2587 Unclassified.

Unclassified consists of dandelion greens which have not been classified in accordance with the foregoing grade. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.2588 Application of tolerances.

(a) The contents of individual containers in the lot, based on sample inspection, are subject to the following limitations: *Provided,* That the averages for the entire lot are within the tolerances specified.

(1) When a tolerance is 10 percent or more, individual containers in any lot shall have not more than one and one-half times the tolerance specified.

(2) When a tolerance is less than 10 percent, individual containers in any lot shall have not more than double the tolerance specified: *Provided,* That at least one specimen which does not meet the requirements may be permitted in any container.

§ 51.2589 Basis for calculating percentages.

Percentages shall be calculated on the basis of weight or an equivalent basis. In sorting or grading the sample, the unit shall be the plant or leaf exactly as it occurs in the sample. A plant or portion of plant shall not be broken to remove the defective portion, but shall be considered as a unit.

DEFINITIONS

§ 51.2590 Similar varietal characteristics.

"Similar varietal characteristics" means that the dandelion greens shall be of the same general color and character of growth. No mixture of varieties or types shall be permitted which materially affects the appearance of the lot.

§ 51.2591 Fresh.

"Fresh" means that the greens are not more than slightly wilted.

§ 51.2592 Fairly tender.

"Fairly tender" means that the greens are not old, tough, or excessively fibrous.

§ 51.2593 Fairly clean.

"Fairly clean" means that the appearance of the greens is not materially affected by the presence of mud, dirt, or other foreign material.

§ 51.2594 Well trimmed.

"Well trimmed", as applied to plants, means that they are cut at the crown of the root or cut so that the roots do not extend more than approximately one and one-half inches below the crown.

§ 51.2595 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual unit, or the lot as a whole. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Seedstems when more than one-fourth the length of the longest leaf;

(b) Discoloration when the appearance of the unit is materially affected by discoloration; and,

(c) Mechanical damage when the unit is badly crushed, torn, or broken.

§ 51.2596 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the individual unit, or the lot as a whole. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Insects when the unit is noticably infested or when it is serious damaged by them;

(b) Discoloration when the unit is badly discolored; and,

(c) Decay.

Subpart—United States Standards for Turnips or Rutabagas

SOURCE: 20 FR 4619, June 30, 1955, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

STYLES

§ 51.2610 Bunched turnips.

"Bunched turnips" means turnips which are tied in bunches. The tops shall be full length or removed to not less than 6 inches.

§ 51.2611 Turnips with short-trimmed tops.

"Turnips with short-trimmed tops" means, unless otherwise specified, turnips showing leafstems ranging to not more than 4 inches in length.

§ 51.2612 Topped turnips or rutabagas.

"Topped turnips or rutabagas" means turnips or rutabagas with tops removed to not more than three-fourths inch in length.

GRADES

§ 51.2613 U.S. No. 1.

"U.S. No. 1" consists of turnips or rutabagas of similar varietal characteristics the roots of which are well trimmed, firm, fairly smooth, fairly well shaped, fairly clean, and free from soft rot and free from damage caused by cuts, discoloration, freezing, growth cracks, pithiness, woodiness, watercore, dry rot, other disease, insects or rodents, or mechanical or other means. Bunched turnips, or turnips with short-trimmed tops shall have tops which are fresh and free from decay and free from damage caused by discoloration, freezing, disease, insects, or mechanical or other means.

(a) Unless otherwise specified, the diameter of each turnip or rutabaga shall be not less than 1¾ inches. (See § 51.2616.)

§ 51.2614 U.S. No. 2.

"U.S. No. 2" consists of turnips or rutabagas of similar varietal characteristics the roots of which are well trimmed, firm, not excessively rough, not seriously misshapen and which are free from soft rot and free from serious damage caused by cuts, dirt, discoloration, freezing, growth cracks, pithiness, woodiness, watercore, dry rot, disease, insects or rodents, or mechanical or other means. Bunched turnips or turnips with short-trimmed tops shall have tops which are fresh and free from decay and free from damage caused by discoloration, freezing, disease, insects, or mechanical or other means.

(a) Unless otherwise specified, the diameter of each turnip or rutabaga shall be not less than 1¾ inches. (See § 51.2616.)

UNCLASSIFIED

§ 51.2615 Unclassified.

"Unclassified" consists of turnips or rutabagas which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.2616 Tolerances.

In order to allow for variations incident to proper grading and handling, the following tolerances shall be permitted:

(a) *For bunched turnips*—(1) *For defects of roots.* 10 percent, by count, for roots in any lot which fail to meet the requirements of the grade: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for defects causing serious damage, including therein not more than 1 percent for soft rot;

(2) *For defects of tops.* 10 percent, by count, for bunches with tops in any lot which fail to meet the requirements of the grade, including therein not more than 5 percent for decay;

(3) *For off-size roots.* 5 percent, by count, for roots in any lot which are smaller than the specified minimum diameter, and 10 percent, by count, for roots which are larger than any specified maximum diameter; and,

(4) *For off-length tops.* 5 percent, by count, for bunches with tops in any lot

which fail to meet the requirements of the style.

(b) *For turnips with short-trimmed tops or topped turnips or rutabagas*—(1) *For defects of roots.* 10 percent, by weight, for roots in any lot which fail to meet the requirements of the grade: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for defects causing serious damage, including therein not more than 1 percent for soft rot;

(2) *For defects of tops.* 10 percent, by weight, for roots with tops in any lot which fail to meet the requirements of the grade, including therein not more than 5 percent for decay;

(3) *For off-size roots.* 5 percent, by weight, for roots in any lot which are smaller than the specified minimum diameter, and 10 percent, by weight, for roots which are larger than any specified maximum diameter; and,

(4) *For off-length tops.* 10 percent, by weight, for turnips or rutabagas with tops in any lot which fail to meet the requirements of the style.

APPLICATION OF TOLERANCES

§ 51.2617 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade:

(1) For packages which contain more than 5 pounds and a tolerance of 10 percent or more is provided, individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 5 pounds and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified except that at least one defective and one off-size specimen shall be permitted in any package; and,

(2) For packages which contain 5 pounds or less, individual packages in any lot are not restricted as to the percentage of defects and off-size: *Provided,* That not more than one turnip or rutabaga which is frozen or affected by soft rot may be permitted in any package.

STANDARD BUNCHING

§ 51.2618 Standard bunching.

(a) Standard bunches of turnips shall be fairly uniform in size and each bunch of turnips shall weigh not less than 1 pound and contain at least 3 turnips.

(b) Not more than 10 percent of the bunches in any lot may fail to meet the requirements for "Standard Bunching".

DEFINITIONS

§ 51.2619 Similar varietal characteristics.

"Similar varietal characteristics" means that the turnips or rutabagas in any package shall be of similar color and shape. For example, yellow fleshed varieties shall not be mixed with white fleshed varieties, and flat, globe, or long varieties shall not be mixed in the same package.

§ 51.2620 Well trimmed.

"Well trimmed" means that unattractive secondary rootlets have been removed, and that any objectionably long or coarse tail-like part of the root has been cut off.

§ 51.2621 Firm.

"Firm" means that the root is not soft, flabby or shriveled.

§ 51.2622 Fairly smooth.

"Fairly smooth" means that the root is not rough or ridged to the extent that the appearance is materially affected.

§ 51.2623 Fairly well shaped.

"Fairly well shaped" means that the root is not misshapen to the extent that the appearance is materially affected.

§ 51.2624 Fairly clean.

"Fairly clean" means that the individual root is reasonably free from dirt or other foreign matter, and that the general appearance of the roots in the container is not more than slightly affected.

§ 51.2625 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual turnip, or rutabaga root or the general appearance of the turnips or rutabagas in the container, or causes a loss of more than 5 percent, by weight, in the ordinary preparation for use, or which materially affects the appearance or shipping quality of the tops. Any one of the following defects, or any combination of defects, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Cuts when discolored, rough or deep, or when materially affecting the appearance of the turnip or rutabaga;

(b) Growth cracks or air cracks when discolored or deep, or when the appearance is materially affected;

(c) Pithiness when the edible quality is materially affected by pith;

(d) Insects or rodents when the injury to the root materially affects the appearance of the turnip or rutabaga or causes a loss of more than 5 percent, by weight, or the edible quality of the root is materially affected; or when the tops are injured to the extent that the appearance of the bunch is materially affected; and

(e) Discoloration when yellowing or other discoloration of the tops materially affect the appearance of the bunch. The appearance of bunches of tops having slight discoloration such as yellowing, browning, or other abnormal color affecting a few leaves shall not be considered materially affected.

§ 51.2626 Fresh.

"Fresh" means that the tops are of normal green color and are not badly wilted.

§ 51.2627 Diameter.

"Diameter" means the greatest dimension of the root measured at right angles to a line running from the crown to the base of the root.

§ 51.2628 Excessively rough.

"Excessively rough" means that the root is rough or ridged to the extent that the appearance is seriously affected.

§ 51.2629 Seriously misshapen.

"Seriously misshapen" means that the root is forked or misshapen to the extent that the appearance is seriously affected.

§ 51.2630 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the individual turnip or rutabaga or the general appearance of the turnips or rutabagas in the container, or causes a loss of more than 20 percent, by weight, in the ordinary preparation for use.

Subpart—United States Standards for Grades for Sweet Cherries [1]

SOURCE: 36 FR 8502, May 7, 1971, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2646 U.S. No. 1.

"U.S. No. 1" consists of sweet cherries which meet the following requirements:

(a) Similar varietal characteristics;

(b) Mature;

(c) Fairly well colored;

(d) Well formed; and

(e) Clean.

(f) Free from:

(1) Decay;

(2) Insect larvae or holes caused by them;

(3) Soft, overripe or shriveled;

(4) Undeveloped doubles; and,

(5) Sunscald.

(g) Free from damage by any other cause. (See § 51.2655.)

(h) *Size.* Unless otherwise specified, the minimum diameter of each cherry shall be not less than three-fourths inch. The maximum diameter of the cherries in any lot may be specified in accordance with the facts.

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug and Cosmetic Act or with applicable State laws and regulations.

(i) For tolerances see § 51.2648.

§ 51.2647 U.S. Commercial.

"U.S. Commercial" consists of sweet cherries which meet the requirements for the U.S. No. 1 grade except for minimum diameter and except for increased tolerances.

(a) *Size.* Unless otherwise specified, the diameter of each cherry shall be not less than five-eighths inch. The maximum diameter of the cherries in any lot may be specified in accordance with the facts.

(b) For tolerances see § 51.2648.

TOLERANCES.

§ 51.2648 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by count, are provided as specified:

(a) *For defects at shipping point*[2]—(1) *U.S. No. 1.* 8 percent for cherries which fail to meet the requirements for this grade: *Provided,* That included in this amount not more than 4 percent shall be allowed for defects causing serious damage, including in this latter amount not more than one-half of 1 percent for cherries which are affected by decay.

(2) *U.S. Commercial.* 16 percent for cherries which fail to meet the requirements for this grade: *Provided,* That included in this amount not more than 4 percent shall be allowed for defects causing serious damage, including in this latter amount not more than one-half of 1 percent for cherries affected by decay.

(b) *For defects en route or at destination*—(1) *U.S. No. 1.* 12 percent for cherries in any lot which fail to meet the requirements for this grade: *Provided,* That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 8 percent for cherries which fail to meet the requirements for this grade because of permanent defects; or,

(ii) 6 percent for cherries which are seriously damaged, including therein not more than 4 percent for cherries which are seriously damaged by permanent defects and not more than 2 percent for cherries which are affected by decay.

(2) *U.S. Commercial.* 24 percent for cherries in any lot which fail to meet the requirements for this grade: *Provided,* That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 16 percent for cherries which fail to meet the requirements for this grade because of permanent defects; or,

(ii) 6 percent for cherries which are seriously damaged, including therein not more than 4 percent for cherries which are seriously damaged by permanent defects and not more than 2 percent for cherries which are affected by decay.

(c) *For off-size.* 5 percent for cherries which fail to meet the specified minimum diameter and 10 percent for cherries that fail to meet any specified maximum diameter.

APPLICATION OF TOLERANCES

§ 51.2649 Application of tolerances.

Individual samples shall have not more than double the tolerances specified, except that at least two defective and two off-size specimens may be permitted in any sample: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade.

DEFINITIONS

§ 51.2650 Similar varietal characteristics.

"Similar varietal characteristics" means that the cherries in any container are similar in color and shape.

§ 51.2651 Mature.

"Mature" means that the cherries have reached the stage of growth which will insure the proper completion of the ripening process.

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[2] Shipping point, as used in these standards, means the point of origin of the shipment in the producing area or at port of loading for ship stores or overseas shipment, or, in the case of shipments from outside the continental United States, the port of entry into the United States.

§ 51.2652 Fairly well colored.

"Fairly well colored" means that at least 95 percent of the surface of the cherry shows characteristic color for mature cherries of the variety.

§ 51.2653 Well formed.

"Well formed" means that the cherry has the normal shape characteristic of the variety, except that mature well developed doubles shall be considered well formed when each of the halves is approximately evenly formed.

§ 51.2654 Clean.

"Clean" means that the cherries are practically free from dirt, dust, spray residue, or other foreign material.

§ 51.2655 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the fruit. The following specific defects shall be considered as damage:

(a) Cracks within the stem cavity when deep or not well healed, or when the appearance is affected to a greater extent than that of a cherry which has a superficial well healed crack one-sixteenth inch in width extending one-half the greatest circumference of the stem cavity;

(b) Cracks outside of the stem cavity when deep or not well healed, or when the crack has weakened the cherry to the extent that it is likely to split or break in the process of proper grading, packing, and handling, or when materially affecting the appearance;

(c) Hail injury when deep or not well healed, or when the aggregate area exceeds the area of a circle three-sixteenths inch in diameter;

(d) Insects when scale or more than one scale mark is present, or when the appearance is materially affected by any insect;

(e) Limbrubs when affecting the appearance of the cherry to a greater extent than the amount of scarring permitted;

(f) Pulled stems when the skin or flesh is torn, or when the cherry is leaking;

(g) Russeting when affecting the appearance of the cherry to a greater extent than the amount of scarring permitted;

(h) Scars when excessively deep or rough or dark colored and the aggregate area exceeds the area of a circle three-sixteenths inch in diameter, or when smooth or fairly smooth, light colored and superficial and the aggregate area exceeds the area of a circle one-fourth inch in diameter;

(i) Skin breaks when not well healed or when the appearance of the cherry is materially affected; and,

(j) Sutures when excessively deep or when affecting the shape of the cherry to the extent that it is not well formed.

§ 51.2656 Diameter.

"Diameter" means the greatest dimension measured at right angles to a line from the stem to the blossom end of the cherry.

§ 51.2657 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which seriously detracts from the appearance or the edible or marketing quality of the fruit. The following specific defects shall be considered as serious damage:

(a) Decay;

(b) Insect larvae or holes caused by them;

(c) Skin breaks which are not well healed;

(d) Cracks which are not well healed; and,

(e) Pulled stems with skin or flesh of cherry torn or which causes the cherry to leak.

[36 FR 8502, May 5, 1971; 36 FR 9061, May 19, 1971. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.2658 Permanent defects.

"Permanent defects" means defects which are not subject to change during shipping or storage; including, but not limited to factors of shape, scarring, skin breaks, injury caused by hail or insects, and mechanical injury which is so located as to indicate that it occurred prior to shipment.

§ 51.2659 Condition defects.

"Condition defects" means defects which may develop or change during shipment or storage; including, but not limited to decayed or soft cherries and such factors as pitting, shriveling, sunken areas, brown discoloration and bruising which is so located as to indicate that it occurred after packing.

METRIC CONVERSION TABLE

§ 51.2660 Metric conversion table.

Inches	Millimeters (mm)
8/64 equals	3.2
16/64 equals	6.4
24/64 equals	9.5
32/64 equals	12.7
40/64 equals	15.9
48/64 equals	19.1
51/64 equals	20.2
52/64 equals	20.6
54/64 equals	21.4
56/64 equals	22.2
1 equals	25.4
1 8/64 equals	28.6
1 16/64 equals	31.8
1 24/64 equals	34.9

Subpart—United States Standards for Southern Peas

SOURCE: 21 FR 3983, June 12, 1956, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.2670 General.

The standards contained in this subpart apply only to the seed pods of plants of the species Vigna sinensis, generally known as "southern peas", "cowpeas" or "field peas". Well recognized general types are blackeyes, crowders, creams, and purple hulls, each of which includes many varieties.

GRADES

§ 51.2671 U.S. No. 1.

"U.S. No. 1" consists of pods of southern peas of similar varietal characteristics which are fairly well formed, fairly well filled, not overmature or excessively young, and which are free from decay and worm holes, and free from damage caused by stems, leaves and trash, stings or other insect injury, scars, discoloration, wilting, dirt or other adhering foreign material, disease, mechanical or other means.

(a) Unless otherwise specified, each pod shall be not less than 5 inches in length.

(b) In order to allow for variations incident to proper grading and handling, the following tolerances shall be permitted:

(1) 5 percent for pods which are shorter than the specified minimum length;

(2) 5 percent for pods which are excessively young; and,

(3) 10 percent for other grade defects, including not more than 5 percent for pods with worm holes or affected by decay, but not more than one-fifth of this amount, or 1 percent, for pods affected by decay. (See §§ 51.2674 and 51.2675.)

§ 51.2672 U.S. Commercial.

"U.S. Commercial" consists of pods of southern peas which meet the requirements of U.S. No. 1 grade, except that they shall be free from serious damage caused by stems, leaves and trash, and there shall be no requirement for minimum length, and except for the increased tolerances specified in this section.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances shall be permitted:

(1) 10 percent for pods which are excessively young; and,

(2) 15 percent for other grade defects, including not more than 5 percent for pods with worm holes or affected by decay, but not more than two-fifths of this amount, or 2 percent, for pods affected by decay. (See §§ 51.2674 and 51.2675.)

UNCLASSIFIED

§ 51.2673 Unclassified.

"Unclassified" consists of pods of southern peas which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.2674 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade:

(1) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerance specified; and,

(2) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than double the tolerance specified.

§ 51.2675 Basis for calculating percentages.

Percentages shall be calculated on the basis of weight or on an equivalent basis.

DEFINITIONS

§ 51.2676 Similar varietal characteristics.

"Similar varietal characteristics" means that the pods in any container shall be of the same general type. For example, varieties of the blackeye type shall not be mixed with varieties of the purple hull type or varieties of the crowder type; also small seeded varieties shall not be mixed with large seeded varieties.

§ 51.2677 Fairly well formed.

"Fairly well formed" means that the pod is not curved or crooked to the extent that it forms approximately a semicircle or right angle.

§ 51.2678 Fairly well filled.

"Fairly well filled" means that at least two-thirds of the length of the pod is filled with peas which are at least fairly well developed for the variety, exclusive of the normal spaces between peas and vacant space for one pea at each end of the pod.

§ 51.2679 Overmature.

"Overmature" means that the pod has developed beyond the stage at which it is desirable as a fresh product. Pods shall be considered overmature when they show definite drying or shriveling, or when green podded varieties show yellow or a conspicuous yellowish cast affecting one-half or more of the surface, or when purple hull varieties show excessively dark purplish color over the entire surface.

§ 51.2680 Excessively young.

"Excessively young" means that the pod has not developed any peas of a size suitable for shelling for the variety. Such pods with only slightly developed peas are commonly called "snaps."

§ 51.2681 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual pod, or the general appearance of the pods in the container. The pods in a container shall be considered damaged when stems, leaves or trash are present in sufficient quantities to materially affect the general appearance. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Stings when any pea is discolored, or when the appearance of the pod is materially affected by numerous, discolored stings;

(b) Scars when the pod is so extensively blemished or distorted in shape as to materially affect its appearance;

(c) Discoloration such as that caused by rust, blight or insects when so extensive or in such contrast to the color of the pod as to materially affect its appearance;

(d) Wilting when the pod is badly wilted or very flabby; and,

(e) Dirt or other adhering foreign material when materially affecting the appearance of the individual pod or the general appearance of the pods in the container.

§ 51.2682 Serious damage.

"Serious damage" means that stems, leaves and trash are present in sufficient quantities to seriously affect the appearance of the pods in the container.

Subpart—United States Standards for Spinach for Processing

SOURCE: 21 FR 3960, June 9, 1956, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2696 U.S. No. 1.

"U.S. No. 1" consists of spinach which is fairly fresh and free form decay, mildew, grass, weeds, wood, muck chips or other foreign material, roots, and worms, and which is free from damage caused by discoloration, seedstems, seedbuds, coarse stalks and stems, other disease, other insects, spray residue, adhering dirt, or mechanical or other means.

(a) Not more than 25 percent, by weight, of the spinach in any lot may consist of leaf stems.

(b) In order to allow for variations incident to proper handling, the following tolerances shall be permitted in a 100 ounce sample:

(1) For decay, mildew, grass, small weeds, and leaves which are damaged by discoloration, not more than a total of 20 pieces: *Provided,* That not more than three-fourths of this amount, or 15 pieces, shall be permitted for decay, grass and small weeds;

(2) For wood, muck chips, or other foreign material over one-half inch in length, not more than 2 pieces; and

(3) For other defects, including foreign material not over one-half inch in length, not more than 5 ounces.

None of the foregoing tolerances shall apply to worms.

§ 51.2697 U.S. No. 2.

"U.S. No. 2" consists of spinach which meets all the requirements of U.S. No. 1 grade except for the increased tolerances specified in this section.

(a) In order to allow for variations incident to proper handling, the following tolerances shall be permitted in a 100 ounce sample:

(1) For decay, mildew, grass, small weeds, and leaves which are damaged by discoloration, not more than a total of 40 pieces;

(2) For wood, muck chips, or other foreign material over one-half inch in length, not more than 3 pieces; and,

(3) For other defects, including foreign material not over one-half inch in length, not more than 10 ounces.

None of the foregoing tolerances shall apply to worms.

UNCLASSIFIED

§ 51.2698 Unclassified.

"Unclassified" consists of spinach which has not been classified in accordance with either of the foregoing grades. The term "Unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

DEFINITIONS

§ 51.2699 Fairly fresh.

"Fairly fresh" means that the spinach is not badly wilted.

§ 51.2700 Damage.

"Damage" means any defect which materially affects the appearance, or the processing or edible quality of the spinach. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Discoloration of leaf blades when the appearance or processing quality is materially affected by brown or yellow discoloration, except that heart leaves shall not be considered as damaged when showing a normal yellowish cast:

(b) Discoloration of stalks and stems when the appearance or processing quality is materially affected by brownish or blackish discoloration or when the stalk or stem shows more than a tinge of pink or red color;

(c) Seedstems when seedbuds have formed and are plainly visible;

(d) Loose seedbuds when more than one-half inch in length;

(e) Coarse stalks and stems when the leafstems or central stalks are tough, or fibrous; and,

(f) Dirt or spray residue when it cannot be removed in the normal commercial washing process.

§ 51.2701 Small weeds.

"Small weeds" means weeds which are not over 4 inches in length.

Subpart—United States Standards for Shelled Runner Type Peanuts

SOURCE: 21 FR 4850, June 30, 1956, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2710 U.S. No. 1 Runner.

"U.S. No. 1 Runner" consists of shelled Runner type peanut kernels of similar varietal characteristics which are whole and free from foreign material, damage and minor defects, and which will not pass through a screen having 16/64 × 3/4 inch openings.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) 1 percent for other varieties of peanuts;

(2) 3 percent for sound peanuts which are split or broken;

(3) 1.5 percent for damaged or unshelled peanuts;

(4) 0.5 percent for minor defects: *Provided,* That in addition, any unused part of the tolerance for damaged or unshelled peanuts shall be allowed for minor defects;

(5) 0.1 percent for foreign material; and,

(6) 3 percent for sound whole peanuts which will pass through the prescribed screen.

[21 FR 4850, June 30, 1956, as amended at 21 FR 5669, July 28, 1956. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.2711 U.S. Runner Splits.

"U.S. Runner Splits" consists of shelled Runner type peanut kernels of similar varietal characteristics which are split or broken, but which are free from foreign material, damage and minor defects, and which will not pass through a screen having 17/64 inch round openings.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) 2 percent for other varieties of peanuts;

(2) 2 percent for damaged or unshelled peanuts and minor defects;

(3) 0.2 percent for foreign material;

(4) 2 percent for sound portions of peanuts which will pass through the prescribed screen; and,

(5) 4 percent for sound whole peanuts.

§ 51.2712 U.S. No. 2 Runner.

"U.S. No. 2 Runner" consists of shelled Runner type peanut kernels of similar varietal characteristics which may be split or broken, but which are free from foreign material, damage and minor defects, and which will not pass through a screen having 17/64 inch round openings.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) 2 percent for other varieties of peanuts;

(2) 2.5 percent for damaged or unshelled peanuts and minor defects;

(3) 0.2 percent for foreign material; and,

(4) 6 percent for sound peanuts and portions of peanuts which will pass through the prescribed screen.

APPLICATION OF TOLERANCES

§ 51.2713 Application of tolerances.

The tolerances provided in these standards are on a lot basis and shall be applied to a composite sample representative of the lot. However, any container or group of containers in which the peanuts are obviously of a quality materially different from that in the majority of containers shall be considered a separate lot, and shall be sampled separately.

DEFINITIONS

§ 51.2714 Similar varietal characteristics.

"Similar varietal characteristics" means that the peanut kernels in the lot are not of distinctly different varieties. For example, Spanish type shall not be mixed with Runners.

§ 51.2715 Whole.

"Whole" means that the peanut kernel is not split or broken.

§ 51.2716 Split.

"Split" means the separated half of a peanut kernel.

§ 51.2717 Broken.

"Broken" means that more than one-fourth of the peanut kernel is broken off.

§ 51.2718 Foreign material.

"Foreign material" means pieces or loose particles of any substance other than peanut kernels or skins.

§ 51.2719 Unshelled.

"Unshelled" means a peanut kernel with part or all of the hull (shell) attached.

§ 51.2720 Minor defects.

"Minor defects" means that the peanut kernel is not damaged but is affected by one or more of the following:

(a) Skin discoloration which is dark brown, dark gray, dark blue or black and covers more than one-fourth of the surface;

(b) Flesh discoloration which is darker than a light yellow color or consists of more than a slight yellow pitting of the flesh;

(c) Sprout extending more than one-eighth of an inch from the tip of the kernel; and,

(d) Dirt when the surface of the kernel is distinctly dirty, and its appearance is-materially affected.

§ 51.2721 Damage.

"Damage" means that the peanut kernel is affected by one or more of the following:

(a) Rancidity or decay;

(b) Mold;

(c) Insects, worm cuts, web or frass;

(d) Freezing injury causing hard, translucent or discolored flesh; and

(e) Dirt when the surface of the kernel is heavily smeared, thickly flecked or coated with dirt, seriously affecting its appearance.

Subpart—United States Standards for Grades of Shelled Spanish Type Peanuts

SOURCE: 30 FR 7595, June 11, 1965, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2730 U.S. No. 1 Spanish.

"U.S. No. 1 Spanish" consists of shelled Spanish type peanut kernels which are whole and free from foreign material, damage and minor defects, and which will not pass through a screen having $\frac{15}{64} \times \frac{3}{4}$ inch openings.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) 1 percent for other types of peanuts;

(2) 3 percent for sound peanuts which are split or broken;

(3) 1.5 percent for damaged or unshelled peanuts;

(4) 0.5 percent for minor defects: *Provided,* That in addition, any unused part of the tolerance for damaged or unshelled peanuts shall be allowed for minor defects;

(5) 0.1 percent for foreign material; and,

(6) 2 percent for sound whole peanuts which will pass through the prescribed screen.

§ 51.2731 U.S. Spanish Splits.

"U.S. Spanish Splits" consists of shelled Spanish type peanut kernels which are split or broken, but which are free from foreign material, damage and minor defects, and which will not pass through a screen having $\frac{16}{64}$ inch round openings.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) 2 percent for other types of peanuts;

(2) 2 percent for damaged or unshelled peanuts and minor defects;

(3) 0.2 percent for foreign material;

(4) 2 percent for sound portions of peanuts which will pass through the prescribed screen; and,

(5) 4 percent for sound whole kernels.

§ 51.2732 U.S. No. 2 Spanish.

"U.S. No. 2 Spanish" consists of shelled Spanish type peanut kernels which may be split or broken, but which are free from foreign material, damage, and minor defects, and which will not pass through a screen having $^{16}/_{64}$ inch round openings.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) 2 percent for other types of peanuts;

(2) 2.5 percent for damaged or unshelled peanuts and minor defects;

(3) 0.2 percent for foreign material; and,

(4) 6 percent for sound peanuts and portions of peanuts which will pass through the prescribed screen.

APPLICATION OF TOLERANCES

§ 51.2733 Application of tolerances.

The tolerances provided in these standards are on a lot basis and shall be applied to a composite sample representative of the lot. However, any container or group of containers in which the peanuts are obviously of a quality materially different from that in the majority of containers shall be considered a separate lot, and shall be sampled and graded separately.

DEFINITIONS

§ 51.2734 Spanish type.

"Spanish type" means peanuts of varieties which belong to the Spanish classification group and which are free from kernels of Runner, Virginia, or other types.

§ 51.2735 Whole.

"Whole" means that the peanut kernel is not split or broken.

§ 51.2736 Split.

"Split" means the separated half of a peanut kernel.

§ 51.2737 Broken.

"Broken" means that more than one-fourth of the peanut kernel is broken off.

§ 51.2738 Foreign material.

"Foreign material" means pieces or loose particles of any substance other than peanut kernels or skins.

§ 51.2739 Damage.

"Damage" means any specific defect described in this section; or any other defect, or any combination of defects which materially detracts from the edible quality of the peanut. The following specific defects shall be considered as damage:

(a) Rancidity or decay;

(b) Mold;

(c) Insects, worm cuts, web or frass;

(d) Freezing injury causing hard, translucent, or discolored flesh; and,

(e) Dirt when the surface of the kernel is heavily smeared, thickly flecked or coated with dirt, seriously affecting its appearance.

§ 51.2740 Minor defects.

"Minor defects" means that the peanut kernel is not damaged but is affected by one or more of the following:

(a) Skin discoloration which is dark brown, dark gray, dark blue or black and covers more than one-fourth of the surface;

(b) Flesh discoloration which is darker than a light yellow color or consists of more than a slight yellow pitting of the flesh;

(c) Sprout extending more than one-eighth of an inch from the tip of the kernel; and,

(d) Dirt when the surface of the kernel is distinctly dirty, and its appearance is materially affected.

§ 51.2741 Unshelled.

"Unshelled" means a peanut kernel with part or all of the hull (shell) attached.

Subpart—United States Standards for Shelled Virginia Type Peanuts

SOURCE: 24 FR 6182, Aug. 1, 1959; 24 FR 6671, Aug. 18, 1959, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2750 U.S. Extra Large Virginia.

"U.S. Extra Large Virginia" consists of shelled Virginia type peanut kernels of similar varietal characteristics which are whole and free from foreign material, damage and minor defects, and which will not pass through a screen having $^{20}/_{64} \times 1$ inch openings. Unless otherwise specified, the peanuts in any lot shall average not more than 512 per pound.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) 0.75 percent for other varieties of peanuts;

(2) 3 percent for sound peanuts which are split or broken;

(3) 1 percent for damaged or unshelled peanuts;

(4) 0.75 percent for minor defects: *Provided*, That in addition, any unused part of the tolerance for damaged or unshelled peanuts shall be allowed for minor defects;

(5) 0.1 percent for foreign material; and,

(6) 3 percent for sound, whole peanuts which will pass through the prescribed screen.

§ 51.2751 U.S. Medium Virginia.

"U.S. Medium Virginia" consists of shelled Virginia type peanut kernels of similar varietal characteristics which are whole and free from foreign material, damage and minor defects, and which will not pass through a screen having $^{18}/_{64} \times 1$ inch openings. Unless otherwise specified, the peanuts in any lot shall average not more than 640 per pound.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) 1 percent for other varieties of peanuts;

(2) 3 percent for sound peanuts which are split or broken;

(3) 1.25 percent for damaged or unshelled peanuts;

(4) 0.75 percent for minor defects: *Provided*, That in addition, any unused part of the tolerance for damaged or unshelled peanuts shall be allowed for minor defects;

(5) 0.1 percent for foreign material; and,

(6) 3 percent for sound, whole peanuts which will pass through the prescribed screen.

§ 51.2752 U.S. No. 1 Virginia.

"U.S. No. 1 Virginia" consists of shelled Virginia type peanut kernels of similar varietal characteristics which are whole and free from foreign material, damage and minor defects, and which will not pass through a screen having $^{15}/_{64} \times 1$ inch openings. Unless otherwise specified, the peanuts in any lot shall average not more than 864 per pound.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances by weight, shall be permitted:

(1) 1 percent for other varieties of peanuts;

(2) 3 percent for sound peanuts which are split or broken;

(3) 1.25 percent for damaged or unshelled peanuts;

(4) 0.75 percent for minor defects: *Provided*, That in addition, any unused part of the tolerance for damaged or unshelled peanuts shall be allowed for minor defects;

(5) 0.1 percent for foreign material; and,

(6) 3 percent for sound, whole peanuts which will pass through the prescribed screen.

[24 FR 6671, Aug. 18, 1959. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.2753 U.S. Virginia Splits.

"U.S. Virginia Splits" consists of shelled Virginia type peanut kernels of similar varietal characteristics which are free from foreign material, damage and minor defects, and which will not pass through a screen having $^{20}/_{64}$ inch round openings. Not less than 90 percent, by weight, shall be splits.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) 2 percent for other varieties of peanuts;

(2) 2 percent for damaged or unshelled peanuts and minor defects;

(3) 0.2 percent for foreign materials; and,

(4) 3 percent for sound peanuts and portions of peanuts which will pass through the prescribed screen.

[24 FR 6671, Aug. 18, 1959. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.2754 U.S. No. 2 Virginia.

"U.S. No. 2 Virginia" consists of shelled Virginia type peanut kernels of similar varietal characteristics which may be split or broken, but which are free from foreign material, damage and minor defects, and which will not pass through a screen having $^{17}/_{64}$ inch round openings.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, shall be permitted:

(1) 2 percent for other varieties of peanuts;

(2) 2.5 percent for damaged or unshelled peanuts and minor defects;

(3) 0.2 percent for foreign material; and,

(4) 6 percent for sound peanuts and portions of peanuts which will pass through the prescribed screen.

APPLICATION OF TOLERANCES

§ 51.2755 Application of tolerances.

The tolerances provided in these standards are on a lot basis and shall be applied to a composite sample representative of the lot. However, any container or group of containers in which the peanuts are obviously of a quality materially different from that in the majority of containers shall be considered a separate lot, and shall be sampled separately.

DEFINITIONS

§ 51.2756 Similar varietal characteristics.

"Similar varietal characteristics" means that the peanut kernels in the lot are not of distinctly different varieties. For example, Spanish type shall not be mixed with Virginia type.

§ 51.2757 Whole.

"Whole" means that the peanut kernel is not split or broken.

§ 51.2758 Split.

"Split" means the separated half of a peanut kernel.

§ 51.2759 Broken.

"Broken" means that more than one-fourth of the peanut kernel is broken off.

§ 51.2760 Foreign material.

"Foreign material" means pieces or loose particles of any substance other than peanut kernels or skins.

§ 51.2761 Unshelled.

"Unshelled" means a peanut kernel with part or all of the hull (shell) attached.

§ 51.2762 Minor defects.

"Minor defects" means that the peanut kernel is not damaged but is affected by one or more of the following:

(a) Skin discoloration which is dark brown, dark gray, dark blue or black and covers more than one-fourth of the surface;

(b) Flesh discoloration which is darker than a light yellow color or consists of more than a slight yellow pitting of the flesh;

(c) Sprout extending more than one-eighth of an inch from the tip of the kernel; and,

(d) Dirt when the surface of the kernel is distinctly dirty, and its appearance is materially affected.

§ 51.2763 Damage.

"Damage" means that the peanut kernel is affected by one or more of the following:

(a) Rancidity or decay;

(b) Mold;

(c) Insects, worm cuts, web or frass;

(d) Freezing injury causing hard, translucent or discolored flesh; and,

(e) Dirt when the surface of the kernel is heavily smeared, thickly flecked or coated with dirt, seriously affecting its appearance.

Subpart—United States Consumer Standards for Fresh Cranberries

SOURCE: 36 FR 16893, Aug. 26, 1971, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.2775 General.

(a) These standards apply only to the commonly cultivated cranberry (Vaccinium macrocarpon).

(b) Compliance with these standards is determined by analyzing samples of 100 berries each drawn at random from individual containers representative of the lot. The tolerances for off-size and defective berries apply to the lot and there is no restriction on the percentage that may occur in individual samples or containers: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade.

GRADES

§ 51.2776 U.S. No. 1.

"U.S. No. 1" consists of cranberries which meet the following requirements:

(a) Basic requirements:

(1) One variety or similar varietal characteristics;

(2) Clean;

(3) Mature;

(4) Firm; and,

(5) Not soft or decayed.

(b) Free from damage caused by:

(1) Moisture;

(2) Bruises;

(3) Freezing;

(4) Smothering;

(5) Scarring;

(6) Sunscald;

(7) Foreign material;

(8) Disease;

(9) Insects; or,

(10) Mechanical or other means.

(c) Color: Individual cranberries shall be at least fairly well colored, and the cranberries in the container shall be fairly uniform in color.

(d) Size: Unless otherwise specified, the diameter of each cranberry shall be not less than thirteen thirty-seconds of an inch.

(e) Tolerances: In order to allow for variations incident to proper grading and handling in this grade, the following tolerances, by count, in any lot are provided:

(1) 3 percent for cranberries which fail to meet the size requirements;

(2) 5 percent for cranberries which fail to meet the remaining requirements of the grade, but not more than three-fifths of this amount, or 3 percent, shall be allowed for cranberries which are soft or decayed at shipping point: *Provided,* That an additional tolerance of 2 percent, or a total of not more than 5 percent, shall be allowed for soft or decayed berries en route or at destination; and,

(3) 5 percent for containers in which the cranberries fail to meet the requirements of fairly uniform in color.

DEFINITIONS

§ 51.2777 Similar varietal characteristics.

"Similar varietal characteristics" means that the cranberries in the container are similar in color and shape.

§ 51.2778 Clean.

"Clean" means that the cranberries are practically free from dirt, dust, spray residue, or other foreign material.

§ 51.2779 Mature.

"Mature" means that the cranberry has reached the stage of development which will insure the proper completion of the ripening process. Cranberries which show more than a slight amount of green color shall be considered immature.

§ 51.2780 Damage.

"Damage" means any specific defect described in this section; or any equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the individual cranberry or the general appearance of the cranberries in the container. The following specific defects shall be considered as damage:

(a) Moisture when the cranberries in the container are wet from the juice from crushed, leaking, or decayed berries. Cranberries which are moist from condensation or which have been cleaned by water shall not be considered damaged by moisture;

(b) Bruises when the affected area is soft and watery beneath the skin;

(c) Scarring which detracts from the appearance of the individual cranberry to a greater extent than scars aggregating the area of a circle one-fourth inch in diameter on a cranberry eighteen thirty-seconds of an inch in diameter;

(d) Insects when any larvae or holes caused by them are present or when feeding injury exceeds the area of a circle one-eighth inch in diameter; and,

(e) Foreign material which materially detracts from the appearance of the cranberries in the container.

§ 51.2781 Fairly well colored.

"Fairly well colored" means that 75 percent of the surface of the individual cranberry, in the aggregate, shows pink or red color characteristic of the variety.

§ 51.2782 Fairly uniform in color.

"Fairly uniform in color" means that the berries in the individual containers do not show sufficient variation in color to materially detract from the general appearance of the berries in the container.

§ 51.2783 Diameter.

"Diameter" means the greatest dimension measured at right angles to a line from stem to blossom end of the berry.

METRIC CONVERSION TABLE

§ 51.2784 Metric conversion table.

Inches	Millimeters (mm)
1/8	3.175
1/4	6.350
12/32	9.525
13/32	10.319
14/32	11.112
15/32	11.906
16/32	12.700
17/32	13.494
18/32	14.288
19/32	15.081
20/32	15.875
21/32	16.669
22/32	17.462
23/32	18.256
24/32	19.050

Subpart—United States Standards for Grades of Lemons

SOURCE: 29 FR 11328, Aug. 6, 1964, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2795 U.S. No. 1.

"U.S. No. 1" consists of lemons which are firm, fairly well formed (unless specified as well formed), reasonably smooth (unless specified as smooth), which have stems which are properly clipped, and which are free from decay, contact spot, internal evidence of Alternaria development, unhealed broken skins, hard or dry skins, exanthema, growth cracks, internal decline (endoxerosis), red blotch, membranous stain or other internal discoloration, and free from damage caused by bruises, dryness or mushy condition, scars, oil spots, scale, sunburn, hollow core, peteca, scab, melanose, dirt or other foreign material, other disease, insects or other means.

(a) *Color.* The lemons are fairly well colored (unless specified as well colored): *Provided,* That any lot of lemons which meets all the requirements of this grade except those relating to color may be designated as "U.S. No. 1 Green" if the lemons are of a full green color, or as "U.S. No. 1 Mixed Color" if the lemons fail to meet the color requirements of either "U.S. No. 1" or "U.S. No. 1 Green". (See § 51.2800.)

(b) Lemons have the juice content specified in § 51.2801.

§ 51.2796 U.S. Export No. 1.

"U.S. Export No. 1" consists of lemons which are firm, fairly well formed, reasonably smooth and which are free from decay, contact spot, internal evidence of Alternaria development, unhealed broken skins, exanthema, growth cracks, internal discoloration and free from damage caused by bruises and dryness or mushy condition.

(a) At least 50 percent of the lemons are free from damage caused by scars, oil spots, scale, sunburn, peteca, scab, melanose, dirt or other foreign material, other disease, insects or other means, and the remainder of the lemons are free from serious damage by any cause.

(b) *Color.* Lemons are moderately well colored. (See § 51.2800.)

(c) Lemons have a juice content of not less than 28 percent by volume.

§ 51.2797 U.S. Combination.

"U.S. Combination" consists of a combination of U.S. No. 1 and U.S. No. 2 lemons: *Provided,* That at least 40 percent, by count, of the lemons meet the requirements of U.S. No. 1 grade.

(a) Color: The lemons are fairly well colored (unless specified as well colored): *Provided,* That any lot of lemons which meets all the requirements of this grade except those relating to color may be designated as "U.S. Combination Green" if the lemons are of a full green color, or as "U.S. Combination Mixed Color" if the lemons fail to meet the color requirements of either "U.S. Combination" or "U.S. Combination Green". (See § 51.2800.)

(b) Lemons have the juice content specified in § 51.2801.

§ 51.2798 U.S. No. 2.

"U.S. No. 2" consists of lemons which are fairly firm, which are reasonably well formed and fairly smooth, which have stems which are properly clipped, and which are free from decay, contact spot, internal evidence of Alternaria development, unhealed broken skins, hard or dry skins, exanthema, internal decline (endoxerosis), and red blotch, and free from serious damage caused by bruises, membranous stain or other internal discoloration, dryness or mushy condition, scars, oil spots, scale, sunburn, hollow core, peteca, growth cracks, scab, melanose, dirt or other foreign material, other disease, insects or other means.

(a) *Color.* The lemons are fairly well colored (unless specified as well colored): *Provided,* That any lot of lemons which meets all of the above requirements of this grade except those relating to color may be designated as "U.S. No. 2 Green" if the lemons are of a full green color, or as "U.S. No. 2 Mixed Color" if the lemons fail to meet the color requirements of either "U.S. No. 2" or "U.S. No. 2 Green". (See § 51.2800.)

(b) Lemons have the juice content specified in § 51.2801.

UNCLASSIFIED

§ 51.2799 Unclassified.

"Unclassified" consists of lemons which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.2800 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by count, are provided as specified:

(a) *U.S. No. 1 grade*—(1) *For defects.* Not more than 10 percent of the lemons in any lot may fail to meet the requirements of this grade, but not more than one-half of this tolerance, or 5 percent, shall be allowed for decay, contact spot, internal evidence of Alternaria development, internal decline (endoxerosis), unhealed broken skins, growth cracks, and other defects causing serious damage, including not more than one-tenth of this latter amount, or one-half of 1 percent, for lemons affected by decay at shipping point: *Provided*, That an additional tolerance of 2½ percent, or a total of not more than 3 percent, shall be allowed for lemons affected by decay en route or at destination.

(2) *For color*. Not more than 10 percent of the lemons in any lot may fail to meet the requirements relating to color.

(b) *U.S. No. 2 and U.S. Combination grades*—(1) *For defects*. Not more than 10 percent of the lemons in any lot may fail to meet the requirements of the U.S. No. 2 grade, but not more than one-half of this tolerance, or 5 percent, shall be allowed for decay, contact spot, internal evidence of Alternaria development, and internal decline (endoxerosis), including not more than one-fifth of this latter amount, or 1 percent, for lemons affected by decay at shipping point: *Provided*, That an additional tolerance of 2 percent, or a total of not more than 3 percent, shall be allowed for lemons affected by decay en route or at destination.

(2) *For color*. Not more than 10 percent of the lemons in any lot may fail to meet the requirements relating to color.

(3) When applying the tolerance for U.S. Combination grade individual packages may have not more than 10 percent less than the percentage of U.S. No. 1 required: *Provided*, That the entire lot averages within the required percentage.

(c) *U.S. Export No. 1*—(1) *For defects*. 10 percent for lemons which fail to meet the requirements of the grade: *Provided*, That not more than the following percentages of the defects enumerated shall be allowed:

1 percent for decay;
3 percent for contact spot;
3 percent for broken skins which are not healed;
3 percent for growth cracks;
3 percent for internal evidence of Alternaria development;
3 percent for internal discoloration;
5 percent for soft; and,
5 percent for damage by dryness or mushy condition.

(2) *For color*. 10 percent for lemons which fail to meet the requirements relating to color.

(3) The contents of individual containers may have not more than 10 percentage points less than the percentage specified to meet the requirements in § 51.2796(a): *Provided*, That no container shall have more than double the percentage specified for any one of the defects enumerated in paragraph (c)(1) of this section.

JUICE CONTENT

§ 51.2801 Juice content.

Lemons in the U.S. No. 1, U.S. Combination and U.S. No. 2 grades shall have a juice content of not less than 30 percent, by volume, except when designated as "U.S. No. 1 Green for Export", "U.S. Combination Green for Export" or "U.S. No. 2 Green for Export". When so designated, the lemons shall have a juice content of not less than 28 percent, by volume.

APPLICATION OF TOLERANCES

§ 51.2802 Application of tolerances.

(a) Except when applying the tolerances for "Condition Standards for Export", and the tolerances set forth in paragraph (c)(1) of § 51.2800, the contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade:

(1) For packages which contain more than 10 pounds, and a tolerance of 10 percent or more is provided, individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 10 pounds and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified, except that at least one decayed lemon may be permitted in any package.

(2) For packages which contain 10 pounds or less, individual packages in any lot are not restricted as to the percentage of defects: *Provided*, That not more than one lemon which is seriously damaged by dryness or mushy condition may be permitted in any package and, in addition, en route or at destination not more than 10 percent

of the packages may have more than one decayed lemon.

STANDARD PACK

§ 51.2803 Standard pack.

(a) Lemons shall be fairly uniform in size and shall be packed in boxes or cartons and arranged according to the approved and recognized methods. Each wrapped fruit shall be fairly well enclosed by its individual wrapper.

(b) All such containers shall be tightly packed and well filled but the contents shall not show excessive or unnecessary bruising because of overfilled containers. When lemons are packed in standard nailed boxes, each box shall have a minimum bulge of 1¼ inches; when packed in cartons or in wire-bound boxes, each container shall be at least level full at time of packing.

(c) "Fairly uniform in size" means that when lemons are packed for 165 carton count or smaller size, or equivalent sizes when packed in other containers, not less than 90 percent, by count, of the lemons in any container shall be within a diameter range of four-sixteenths inch; when packed for sizes larger than 165 carton count, or equivalent sizes packed in other containers, not less than 90 percent, by count, of the lemons in any container shall be within a diameter range of six-sixteenths inch.

(1) "Diameter" means the greatest dimension measured at right angles to a line from stem to blossom end of the fruit.

(d) In order to allow for variations incident to proper packing the following tolerances are provided:

(1) 10 percent for wrapped fruit in any container which fails to meet the requirement pertaining to wrapping; and,

(2) 5 percent for containers in any lot which fail to meet the requirements for standard pack.

STANDARD SIZING AND FILL

§ 51.2804 Standard sizing and fill.

(a) Boxes or cartons in which lemons are not packed according to a definite pattern do not meet the requirements of standard pack, but may be certified as meeting the requirements of standard sizing and fill: *Provided*, That the lemons in the containers are fairly uniform in size as defined in § 51.2803: *And provided further*, That the contents have been properly shaken down and the container is at least level full at time of packing.

(b) In order to allow for variations incident to proper packing, not more than 5 percent of the containers in any lot may fail to meet the requirements of standard sizing and fill.

CONDITION STANDARDS FOR EXPORT

§ 51.2805 Condition standards for export.

(a) Not more than a total of 10 percent, by count, of the lemons in any container may be soft, affected by decay or contact spot, or have broken skins which are not healed, growth cracks, internal evidence of Alternaria development, internal decline (endoxerosis), or serious damage by membranous stain or other internal discoloration, or dryness or mushy condition, except that not more than the following percentages of the defects enumerated shall be allowed:

(1) One-half of 1 percent for decay;

(2) 3 percent for contact spot;

(3) 3 percent for broken skins which are not healed;

(4) 3 percent for growth cracks;

(5) 3 percent for internal evidence of Alternaria development;

(6) 3 percent for internal decline (endoxerosis);

(7) 5 percent for soft;

(8) 5 percent for serious damage by membranous stain or other internal discoloration; and,

(9) 5 percent for serious damage by dryness or mushy condition.

(b) Any lot of lemons shall be considered as meeting the condition standards for export if not more than a total of 10 percent, by count, of the lemons in any container have defects enumerated in the condition standards for export: *Provided*, That no sample shall have more than double the percentage specified for any one of the defects enumerated.

DEFINITIONS

§ 51.2806 Firm.

"Firm" means that the fruit does not yield more than slightly to moderate pressure.

§ 51.2807 Fairly well formed.

"Fairly well formed" means that the fruit shows normal characteristic lemon shape and is not materially flattened on one side. Lemons having moderately thickened necks at the stem end shall be considered as fairly well formed unless the appearance is materially affected.

§ 51.2808 Well formed.

"Well formed" means that the fruit is typically normal in shape with well centered stem and stylar ends.

§ 51.2809 Reasonably smooth.

"Reasonably smooth" means that the appearance of the lemon is not materially affected by protrusions or lumpiness of the skin or by grooves or furrows. Coarse pebbling is an indication of good keeping quality and is not objectionable.

§ 51.2810 Smooth.

"Smooth" means that the skin is of fairly fine grain and that there are no more than slight furrows radiating from the stem end.

§ 51.2811 Contact spot.

"Contact spot" means an area on the lemon which bears evidence of having been in contact with decay or mold.

§ 51.2812 Internal evidence of Alternaria development.

"Internal evidence of Alternaria development" includes red or brown staining of the tissue under the button in the core, or in the fibro-vascular bundles.

§ 51.2813 Membranous stain.

"Membranous stain" is a brown or dark discoloration of the walls of the fruit segment.

§ 51.2814 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or edible or shipping quality of the fruit. The following specific defects shall be considered as damage:

(a) Dryness or mushy condition when affecting all segments of the fruit more than one-fourth inch at the stem end, or more than the equivalent of this amount, by volume, when occurring in other portions of the fruit;

(b) Scars (including sprayburn and fumigation injury) which exceed the following aggregate areas of different types of scars, or a combination of two or more types of scars the seriousness of which exceeds the maximum allowed for any one type:

(1) Scars which are very dark and which have an aggregate area exceeding that of a circle one-fourth inch in diameter;

(2) Scars which are dark, rough or deep and which have an aggregate area exceeding that of a circle one-half inch in diameter;

(3) Scars which are fairly light in color, slightly rough, or with slight depth and which have an aggregate area exceeding that of a circle 1 inch in diameter; and,

(4) Scars which are light in color, fairly smooth, with no depth and which have an aggregate area of more than 20 percent of the fruit surface;

(c) Oil spots (Oleocellosis or similar injuries) which are more than slightly depressed, soft, or which have an aggregate area exceding that of a circle one-half inch in diameter;

(d) Scale when more than ten medium to large California red or purple scale adjacent to button at stem end or scattered over fruit or any scale which affects the appearance of the fruit to a greater extent;

(e) Sunburn which causes appreciable flattening of the fruit, drying of the skin, material change in the color of the skin, appreciable drying of the flesh underneath the affected area or affects more than 25 percent of the fruit surface;

(f) Hollow core which causes the fruit to feel distinctly spongy; and,

(g) Peteca when more than two spots or when having an aggregate area exceeding that of a circle one-fourth inch in diameter.

§ 51.2815 Fairly well colored.

"Fairly well colored" means that the area of yellow color exceeds the area of green color on the fruit.

§ 51.2816 Well colored.

"Well colored" means that the fruit is yellow in color with not more than a trace of green color. Fruit of a decided bronze color shall not be considered well colored.

§ 51.2817 Fairly firm.

"Fairly firm" means that the fruit may yield to moderate pressure but is not soft.

§ 51.2818 Reasonably well formed.

"Reasonably well formed" means that the fruit is not decidedly flattened, does not have a very long or large neck and is not otherwise decidedly misshapen.

§ 51.2819 Fairly smooth.

"Fairly smooth" means that the skin is not badly folded, badly ridged, or very decidedly lumpy.

§ 51.2820 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance, or the edible or shipping quality of the fruit. The following specific defects shall be considered as serious damage:

(a) Membranous stain, or other internal discoloration which seriously affects the appearance of the cut fruit;

(b) Dryness or mushy condition when affecting all segments of the fruit more than one-half inch at the stem end or more than the equivalent of this amount, by volume, when occurring in other portions of the fruit;

(c) Scars (including sprayburn and fumigation injury) which exceed the following aggregate area of different types of scars, or a combination of two or more types of scars the seriousness of which exceeds the maximum allowed for any one type:

(1) Scars which are very dark and which have an aggregate area of more than 5 percent of the fruit surface;

(2) Scars which are dark, rough or deep, and which have an aggregate area of more than 10 percent of the fruit surface;

(3) Scars which are fairly light in color, slightly rough or of slight depth, and which have an aggregate area of more than 25 percent of the fruit surface; and,

(4) Scars which are light in color, fairly smooth, with no depth, and which have an aggregate area of more than 50 percent of the fruit surface;

(d) Oil spots (Oleocellosis or similar injuries) which are soft, or which have an aggregate area exceeding that of a circle 1 inch in diameter;

(e) Scale when California red or purple scale is concentrated as a ring or blotch, or more than thinly scattered over the fruit surface, or any scale which affects the appearance of the fruit to a greater extent;

(f) Sunburn which causes decided flattening of the fruit, marked drying or dark discoloration of the skin, material drying of the flesh underneath the affected area, or which affects more than one-third of the fruit surface;

(g) Hollow core which causes the fruit to feel excessively spongy;

(h) Peteca when more than five small spots, or when having an aggregate area exceeding that of a circle three-fourths inch in diameter; and,

(i) Growth cracks that are leaking, gummy or not well healed.

§ 51.2821 Moderately well colored.

"Moderately well colored" means that the area of greenish-yellow or yellow color exceeds the area of green color on the fruit.

Subpart—United States Standards for Grades of Onions (Other Than Bermuda-Granex-Grano and Creole Types)

SOURCE: 31 FR 13637, Oct. 22, 1966, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2830 U.S. No. 1.

"U.S. No. 1" consists of onions of similar varietal characteristics which are mature, fairly firm, fairly well shaped, and which are free from decay, wet sunscald, doubles, bottlenecks, scallions, and free from damage caused by seedstems, splits, tops, roots, dry sunscald, sunburn, sprouts, freezing, peeling, cracked fleshy scales, watery scales, dirt or staining, foreign matter, disease, insects, or other means. (See § 51.2838.)

(a) Size: Unless otherwise specified the diameter shall be not less than 1½ inches, and yellow, brown, or red onions shall have 40 percent or more, and white onions shall have 30 percent or more, by weight, of the onions in any lot 2 inches or larger in diameter.

(b) When a percentage of the onions is specified to be of any certain size or larger, no part of any tolerance shall be allowed to reduce the specified percentage, but individual packages in a lot may have as much as 25 percentage points less than the percentage specified, except that individual packages containing 10 pounds or less shall have no requirements as to the percentage of a certain size or larger: *Provided*, That any lot, regardless of package size, shall average within the percentage specified. (See §§ 51.2837 and 51.2838)[1]

§ 51.2831 U.S. Export No. 1.

"U.S. Export No. 1" consists of onions of similar varietal characteristics which are mature, dormant, fairly firm, fairly well shaped, and which are free from decay, wet sunscald, doubles, bottlenecks, scallions, and free from damage caused by seedstems, splits, tops, roots, dry sunscald, sunburn, sprouts, freezing, peeling, cracked fleshy scales, watery scales, dirt or staining, foreign matter, disease, insects, or other means.

(a) Unless otherwise specified, the onions meet one of the size classifications set forth in § 51.2837(a)(4).

(b) Unless otherwise specified onions are packed in accordance with Export Packing Requirements set forth in § 51.2840. (See § 51.2838.)

§ 51.2832 U.S. Commercial.

"U.S. Commercial" consists of onions of similar varietal characteristics which are mature, not soft or spongy, not badly misshapen, and which are free from decay, wet sunscald, doubles, bottlenecks, scallions, and free from damage caused by seedstems, tops, roots, dry sunscald, sunburn, sprouts, freezing, cracked fleshy scales, watery scales, disease, insects, or other means, and from serious damage by staining, dirt, or other foreign matter. (See § 51.2838.)

(a) *Size.* Unless otherwise specified, the diameter shall be not less than 1½ inches. (See §§ 51.2837 and 51.2838.)

§ 51.2833 U.S. No. 1 Boilers.

"U.S. No. 1 Boilers" consists of onions which meet all requirements for the U.S. No. 1 grade except for size. (See § 51.2830.)

(a) *Size.* The diameter of onions of this grade shall be not less than 1 inch nor more than 1⅞ inches. (See § 51.2838.)

§ 51.2834 U.S. No. 1 Picklers.

"U.S. No. 1 Picklers" consists of onions which meet all the requirements for the U.S. No. 1 grade except for size. (See § 51.2830.)

(a) *Size.* The maximum diameter of onions of this grade shall be not more than 1 inch. (See § 51.2838.)

§ 51.2835 U.S. No. 2.

"U.S. No. 2" consists of onions of one type, which are mature, but not soft or spongy, and which are free from decay, wet sunscald, scallions, and which are free from serious damage caused by seedstems, dry sunscald, sprouts, freezing, watery scales, disease, insects, or other means. (See § 51.2838.)

(a) *Size.* Unless otherwise specified, the diameter shall be not less than

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[1] Any lot of onions quoted as being of size smaller than 1½ inches minimum, such as "U.S. No. 1, 1¼ inches min.", is not required to meet the percentages which shall be 2 inches or larger as specified in the U.S. No. 1 grade.

1½ inches. (See §§ 51.2837 and 51.2838.)

UNCLASSIFIED

§ 51.2836 Unclassified.

"Unclassified" consists of onions which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

SIZE CLASSIFICATIONS

§ 51.2837 Size classifications.

(a) The size of onions may be specified in accordance with one of the following classifications:

(1) "Small" shall be from 1 to 2¼ inches in diameter;

(2) "Medium" shall be from 2 to 3¼ inches in diameter, except that for onions grown in Minnesota, Iowa, and States east of the Mississippi River, "Medium" shall be 1½ to 3¼ inches in diameter with percentage of onions 2 inches and larger in diameter as specified in § 51.2830(a); or,

(3) "Large" or "Jumbo" shall be 3 inches or larger in diameter.

(4) Size classifications for onions destined for export:

(i) "Export Small" shall be 1½ to 2 inches (approximately 40 to 50 millimeters) in diameter;

(ii) "Export Medium" shall be 2 to 2¾ inches (approximately 50 to 70 millimeters) in diameter; or,

(iii) "Export Large" shall be 2¾ to 3½ inches (approximately 70 to 90 millimeters) in diameter.

TOLERANCES

§ 51.2838 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades the following tolerances, by weight, are provided as specified:

(a) *Defects*—(1) *U.S. No. 1, U.S. Export No. 1, U.S. No. 1 Boiler, and U.S. No. 1 Pickler grades.* 10 percent of the onions in any lot may be damaged by peeling, and not more than 5 percent may be below the remaining requirements of these grades, but not more than two-fifths of this tolerance, or 2 percent, may be allowed for onions which are affected by decay or wet sunscald (see § 51.2839); and,

(2) *U.S. Commercial and U.S. No. 2 grades.* 5 percent of the onions in any lot may be below the requirements of these grades, but not more than two-fifths of this tolerance, or 2 percent, may be allowed for onions which are affected by decay or wet sunscald. (See § 51.2839.)

(b) *Off-size*—(1) *U.S. No. 1, U.S. Commercial, U.S. No. 1 Boiler and U.S. No. 2 grades.* 5 percent of the onions in any lot may be below the specified minimum size, and 10 percent may be above any specified maximum size. (See § 51.2839.)

(2) *U.S. No. 1 Pickler grade.* 10 percent of the onions in any lot may be above maximum size specified for this grade. (See § 51.2839.); and,

(3) *U.S. Export No. 1 Grade.* (i) Tolerances for onions in any container which fail to conform to the specified sizes are set forth in the following table:

Size classification	*Tolerances*
Export Small	10 percent: *Provided,* That no tolerance is provided for onions less than 1¼ inches (approximately 30 millimeters), or more than 2¾ inches (approximately 70 millimeters) in diameter.
Export Medium	10 percent: *Provided,* That no tolerance is provided for onions less than 11½ inches (approximately 40 millimeters) or more than 3½ inches (approximately 90 millimeters) in diameter.
Export Large	10 percent: *Provided,* That no tolerance is provided for onions less than 2 inches (approximately 50 millimeters) or more than 4¼ inches (approximately 110 millimeters) in diameter.
Other specified minimum diameter or minimum and maximum diameters.	10 percent: *Provided,* That no tolerance is provided for onions with a diameter more than 20 percent less than the specified minimum, or more than 20 percent greater than the specified maximum diameter.

(ii) In applying the tolerances set forth in paragraph (b)(3)(i) of this section no package shall fail to meet the size requirement for Export No. 1 because of one onion which is below the specified minimum diameter or above the specified maximum diameter.

APPLICATION OF TOLERANCES

§ 51.2839 Application of tolerances.

(a) Except for tolerances for off-size in the U.S. Export No. 1 grade, the contents of individual packages in the lot, based on sample inspection, are subject to the following limitations:

(1) Packages which contain more than 10 pounds shall have not more than one and one-half times a specified tolerance of 10 percent and not more than double a specified tolerance of less than 10 percent, except that at least one defective and one off-size onion may be permitted in any package: *Provided,* That en route or at destination when onions in containers of 50 pounds or more are packed to a minimum size of 3 inches or larger not more than three onions or more than 4 percent (whichever is the larger amount) may be affected by decay or wet sunscald: *And provided further,* That the averages for the entire lot are within the tolerances specified for the grade; and,

(2) Packages which contain 10 pounds or less shall have not more than three times the tolerance specified, except that at least one defective and one off-size onion may be permitted in any package: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade.

(b) The tolerances for off-size in the U.S. Export No. 1 grade apply to individual containers and the application of tolerances set forth in paragraph (a) of this section does not apply to these tolerances.

[36 FR 19244, Oct. 1, 1971. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

EXPORT PACKING REQUIREMENTS

§ 51.2840 Export packing requirements.

Onions specified as meeting Export Packing Requirements shall be packed in containers having a net capacity of 25 kilograms (approximately 56 pounds).

DEFINITIONS

§ 51.2841 Mature.

"Mature" means well cured. Midseason onions which are not customarily held in storage shall be considered mature when harvested in accordance with good commercial practice at a stage which will not result in the onions becoming soft or spongy.

§ 51.2842 Dormant.

"Dormant" means that at least 90% of the onions in any lot show no evidence of growth as indicated by distinct elongation of the growing point or distinct yellow or green color in the tip of the growing point.

§ 51.2843 Fairly firm.

"Fairly firm" means that the onion may yield slightly to moderate pressure but is not appreciably soft or spongy.

§ 51.2844 Fairly well shaped.

"Fairly well shaped" means having the shape characteristic of the variety, but onions may be slightly off-type or slightly misshapen.

§ 51.2845 Wet sunscald.

"Wet sunscald" means sunscald which is soft, mushy, or sticky.

§ 51.2846 Doubles.

"Doubles" means onions which have developed more than one distinct bulb joined only at the base.

§ 51.2847 Bottlenecks.

"Bottlenecks" are onions which have abnormally thick necks with only fairly well developed bulbs.

§ 51.2848 Scallions.

"Scallions" are onions which have thick necks and relatively small and poorly developed bulbs.

§ 51.2849 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, and other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the onions. The following specific defects shall be considered as damage:

(a) Seedstems which are tough or woody, or which are more than ¼ inch in diameter;

(b) Splits when onions with two or more hearts are not practically covered by one or more outer scales;

(c) Tops when materially detracting from the appearance of the lot. As a guide, a lot shall be considered damaged if more than 20 percent of the tops are 3 inches in length and the remainder 2 inches;

(d) New roots when most roots on an individual onion have grown to a length of 1 inch or more;

(e) Dry roots when detracting from the appearance of the lot more than the presence of 20 percent of the onions having all roots 2 inches in length;

(f) Dry sunscald which is readily apparent without peeling the onion;

(g) Sunburn when it detracts from the appearance more than the presence of one-third of the onions in the lot showing sunburn of medium green color on one-third of the surface;

(h) Sprouts when visible, or when concealed within the dry top and more than three-fourths inch in length on an onion 2 inches or larger in diameter, or proportionately shorter on smaller onions;

(i) Peeling when more than one-half of the thin papery skin is missing, leaving the underlying fleshy scale unprotected;

(j) Cracked fleshy scales when one or more of the fleshy scales are cracked;

(k) Watery scales when more than the equivalent of the entire outer fleshy scale is affected by an off-color, watersoaked condition; and,

(l) Dirt or staining when materially detracting from the appearance of the lot. Yellow, brown, or red onions are damaged when the appearance of the lot is affected more seriously than by the presence of 20 percent appreciably stained onions. White onions are damaged when the appearance of the lot is affected more seriously than be the presence of 15 percent appreciably stained onions. Onions with adhering or caked dirt shall be judged on the same basis as stained onions.

§ 51.2850 Diameter.

"Diameter" means the greatest dimension measured at right angles to a straight line running from the stem to the root.

§ 51.2851 Badly misshapen.

"Badly misshapen" means that the onion is so misshapen that its appearance is seriously affected.

§ 51.2852 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defects, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the onions. The following specific defects shall be considered as serious damage:

(a) Watery scales when more than the equivalent of two entire outer fleshy scales are affected by an off-colored, water-soaked condition;

(b) Dirt or staining when seriously detracting from the appearance of the lot. Onions are seriously damaged by dirt or staining when more than 25 percent of onions in the lot are badly stained. Onions with adhering or caked dirt shall be judged on the same basis as stained onions;

(c) Seedstems when more than one-half inch in diameter; and,

(d) Sprouts when the visible length is more than one-half inch.

§ 51.2853 One type.

"One type" means that the onions are within the same general color category.

METRIC CONVERSION TABLE

§ 51.2854 Metric conversion table.

Inches	Millimeters (mm)
⅛ equals	3.2
¼ equals	6.4
⅜ equals	9.5
½ equals	12.7
⅝ equals	15.9
¾ equals	19.1
⅞ equals	22.2
1 equals	25.4
1¼ equals	31.8
1½ equals	38.1

Inches	Millimeters (mm)
1¾ equals	44.5
2 equals	50.8
2½ equals	63.5
2¾ equals	69.9
3 equals	76.2
3½ equals	88.9
4 equals	101.6

Subpart—United States Standards For Beet Greens

SOURCE: 24 FR 3275, Apr. 4, 1959, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.2860 General.

The standards contained in this subpart are applicable to beet greens consisting of either plants (with or without attached roots) or cut leaves, but they shall not be applicable to a mixture of plants and cut leaves in the same container. The standards apply only to the common red-rooted table varieties of beets (Beta vulgaris) but not to mangel wurzel varieties primarily grown for stock feed, or to sugar beets (Beta vulgaris var. saccharifera).

GRADES

§ 51.2861 U.S. No. 1.

"U.S. No. 1" consists of beet greens of similar varietal characteristics which are fresh, fairly clean, fairly tender, well trimmed and which are free from decay, weeds, grass, other kinds of leaves or other foreign material, and from damage caused by discoloration, freezing, disease, insects or mechanical or other means.

(a) In the case of beet greens with roots attached, the roots shall be free from damage by any cause, and the maximum diameter of the root shall not be larger than five-eighths inch.

(b) The leaf blades of beet greens shall not be longer than 6½ inches.

(c) In order to allow for variations incident to proper grading and handling, the following tolerances shall be permitted (see §§ 51.2863 and 51.2864):

(1) *For over-size roots.* 5 percent for beet greens with roots in any lot which are larger than five-eighths inch in diameter;

(2) *For over-size leaf blades.* 3 percent for beet leaves in any lot which are longer than 6½ inches;

(3) *For mixtures of whole plants, clusters and leaves.* Not more than 10 percent of the best greens may consist of cut leaves in a lot consisting of plants, and not more than 3 percent of the beet greens may consist of whole plants and clusters in a lot consisting of cut leaves;

(4) *For leaves other than beet leaves, weeds, grass or other foreign material.* Not more than 3 pieces in a 1 pound sample; and,

(5) *For other defects.* Not more than a total of 10 percent, but not more than one-half of this tolerance, or 5 percent shall be allowed for defects causing serious damage, including therein not more than 1 percent for decay.

UNCLASSIFIED

§ 51.2862 Unclassified.

"Unclassified" consists of beet greens which have not been classified in accordance with the foregoing grade. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.2863 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade:

(1) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerance specified; and,

(2) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than double the tolerance specified.

§ 51.2864 Basis for calculating percentages.

Percentages shall be calculated on the basis of weight or an equivalent basis, except that the amount of leaves other than beet leaves, blades of grass, weeds or parts of weeds or other foreign material shall be calculated on the basis of count, using 1 pound of beet greens as the sample. In inspecting the sample, the unit shall be the plant or leaf exactly as it occurs in the sample. A plant or portion of plant shall not be broken to remove the defective portion, but shall be considered as a unit.

DEFINITIONS

§ 51.2865 Similar varietal characteristics.

"Similar varietal characteristics" means that the beet greens in any container are similar in color and type.

§ 51.2866 Fresh.

"Fresh" means that the beet greens are not more than slightly wilted.

§ 51.2867 Fairly clean.

"Fairly clean" means that the individual leaf or plant is reasonably free from dirt or other foreign material and that the general appearance of the beet greens in the container is not materially affected.

§ 51.2868 Fairly tender.

"Fairly tender" means that the beet greens are not tough or excessively fibrous.

§ 51.2869 Well trimmed.

"Well trimmed", in the case of cut leaf beet greens, means that the length of leaf stem or petiole is not more than the length of the leaf blade and that the overall length of the leaf including blade and petiole is not more than 11 inches.

§ 51.2870 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual beet leaf or plant, or the general appearance of the beet greens in the container. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Discoloration when the appearance of the individual leaf or plant is materially affected by yellowing, spotting or any other type of discoloration, except that leaves showing a reddish color, often caused by cold weather, shall not be considered as damaged by discoloration. Plants which have small dried, withered or slightly yellowed leaves at the base of the plant shall not be considered as damaged by discoloration unless the general appearance of the plant or of the plants in the container is materially affected, and,

(b) Mechanical damage when the individual leaf is badly crushed, torn or broken.

§ 51.2871 Diameter.

"Diameter" means the greatest dimension of the foot measured at right angles to a line from the center of the crown to the base of the root.

§ 51.2872 Serious damage.

"Serious damage" means any defect which seriously affects the appearance or the edible or shipping quality of the individual beet leaf or plant, or the general appearance of the beet greens in the container. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Discoloration when the individual leaf or plant is badly discolored;

(b) Insects when the individual leaf or plant is noticeably infested or when it is seriously damaged by them; and,

(c) Decay.

Subpart—United States Standards for Spinach Plants

SOURCE: 21 FR 8043, Oct. 19, 1956, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.2880 U.S. No. 1.

"U.S. No. 1" consists of spinach plants of similar varietal characteristics which are well grown, fresh, fairly clean, well trimmed, and which are free from decay, and free from damage caused by coarse stalks or seed stems, discoloration, foreign material, second growth, freezing, disease, insects or mechanical or other means.

(a) In order to allow for variations incident to proper grading and handling, not more than a total of 10 percent, by weight, of the spinach plants in any lot may fail to meet the requirements of the grade: *Provided*, That not more than one-half of this amount, or 5 percent, shall be allowed for serious damage, including therein not more than 1 percent for decay.

§ 51.2881 U.S. Commercial.

"U.S. Commercial" consists of spinach plants which meet all the requirements for U.S. No. 1 grade except that the spinach plants need only be free from damage by dirt and except for the increased tolerances specified in this section.

(a) In order to allow for variations incident to proper grading and handling, not more than a total of 20 percent, by weight, of the spinach plants in any lot may fail to meet, the requirements of the grade: *Provided*, That not more than one-half of this amount, or 10 percent, shall be allowed for serious damage, including therein not more than 1 percent for decay.

UNCLASSIFIED

§ 51.2882 Unclassified.

"Unclassified" consists of spinach plants which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.2883 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified for the grades:

(1) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerance specified; and,

(2) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than double the tolerance specified.

DEFINITIONS

§ 51.2884 Similar varietal characteristics.

"Similar varietal characteristics" means that the spinach shall be of one type, such as crinkly leaf type or flat leaf type. No mixture of types shall be permitted which materially affects the appearance of the spinach in the container.

§ 51.2885 Well grown.

"Well grown" means that the plants are not stunted or poorly developed.

§ 51.2886 Fresh.

"Fresh" means that the spinach is not more than slightly wilted.

§ 51.2887 Fairly clean.

"Fairly clean" means that the individual spinach plant is reasonably free from dirt or other adhering foreign matter, and that the general appearance of the spinach plants in the container is not materially affected.

§ 51.2888 Well trimmed.

"Well trimmed" means that the spinach plant is cut at the crown of the root, or cut so that the root is not longer than 1 inch.

§ 51.2889 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual plant, or the general appearance of the spinach in the container. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Coarse central stalks or seedstems when causing more than 10 percent waste of the individual plant; or when the flower buds are plainly visible;

(b) Discoloration when materially affecting the general appearance of the plant, except that heart leaves which are yellow or partially blanched shall not be considered as damaging the plant; and

(c) Foreign material when materially affecting the edible quality, or the general appearance of the spinach in the container. Foreign material means weeds, grass, or any loose material other than spinach.

§ 51.2890 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the individual plant, or the general appearance of the spinach in the container. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Discoloration when the plants are badly discolored;

(b) Insects when the plant is noticably infested, or when it is seriously damaged by them;

(c) Mildew, white rust or similar diseases when seriously affecting the edible quality or appearance of the plant; and,

(d) Decay.

Subpart—United States Standards for Grades of Sweet Anise [1]

SOURCE: 38 FR 5622, Mar. 2, 1973, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADE

§ 51.2900 U.S. No. 1.

"U.S. No. 1" consists of stalks of sweet anise which are firm, tender, well trimmed, and fairly well blanched; which are free from decay and from damage caused by growth cracks, pithy branches, wilting, freezing, seedstems, dirt, discoloration, disease, insects, or mechanical or other means. Unless otherwise specified, the minimum diameter of each bulb shall be not less than 2 inches.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling, the following tolerances, by count, are provided as specified:

(1) *For defects.* Ten percent for stalks in any lot which fail to meet the requirements of this grade, including therein not more than 1 percent for stalks affected by decay.

(2) *For size.* Ten percent for stalks in any lot which fail to meet the specified minimum diameter requirement.

UNCLASSIFIED

§ 51.2901 Unclassified.

"Unclassified" consists of stalks of sweet anise which have not been classified in accordance with the foregoing grade. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

DEFINITIONS

§ 51.2902 Stalk.

"Stalk" means an individual plant.

§ 51.2903 Firm.

"Firm" means that the bulbs are not soft or wilted.

§ 51.2904 Tender.

"Tender" means that the bulbs are crisp and succulent.

§ 51.2905 Well trimmed.

"Well trimmed" means that not more than one coarse outer branch is left on each side of the bulb to protect the tender inside portion, and the portion of the root remaining is not more than one-half inch in length. Tops may be either full length or cut back to not less than 10 inches except that not more than five of the outer branches may be cut back to less than 10 inches if necessary to facilitate proper packing, but not more than three of these may be on the same side of the bulb.

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[1] Packing of the product in comformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

§ 51.2906 Fairly well blanched.

"Fairly well blanched" means that the bulbs are of a light greenish to white color.

§ 51.2907 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the stalk.

The following specific defects shall be considered as damage:

(a) Growth cracks, when more than three branches show one or more growth cracks.

(b) Pithy branches, when more than three branches show distinctly open texture with air spaces in the central portion of that part which goes to make up the base or bulbous portion of the stalk.

(c) Wilting, when the stalk is limp and flabby.

(d) Freezing, when the epidermis of the branches is badly blistered, or when the tops are brown or yellow to such an extent as to materially damage the appearance of the stalk. or when a combination of these causes material damage to the appearance and shipping quality of the stalk.

(e) Seedstems, which have reached the stage where the flower buds are plainly visible. Stalks from which the seedstems have been removed shall be considered as damaged.

(f) Dirt, when caked on the bulbous portion of the stalk, or when present to such an extent on the tops and branches as to cause material damage to the appearance of the stalk.

(g) Discoloration, when the bulbous portion shows extensive brown to dark brown areas characteristic of injury caused by rough handling, or when the tops are yellow or brown to such an extent as to cause material damage to the appearance of the stalk.

§ 51.2908 Diameter.

"Diameter" means the smallest diameter measured through the center of the bulb at right angles to the longitudinal axis of the stalk.

Subpart—United States Standards for Apricots

Source: 21 FR 9935, Dec. 13, 1956, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

Grades

§ 51.2925 U.S. No. 1.

"U.S. No. 1" shall consist of apricots of one variety which are mature but not soft, overripe, or shriveled and which are well formed, free from decay, cuts, skin breaks, worm holes and from damage caused by limbrubs, russeting, growth cracks, dirt, scab, scale, hail, disease, insects or mechanical or other means.

(a) In order to allow for variations incident to proper grading and handling, not more than 10 percent, by count, of any lot may be below the requirements of this grade but not more than one-half of this tolerance, or 5 percent, shall be allowed for defects causing serious damage and not more than one-fifth of this amount, or 1 percent, shall be allowed for decay.

§ 51.2926 U.S. No. 2.

"U.S. No. 2" shall consist of apricots of one variety which are mature but not soft, overripe or shriveled and which are free from decay, worm holes and from serious damage caused by limbrubs, growth cracks, dirt, scale, hail, disease, insects or mechanical or other means.

(a) In order to allow for variations incident to proper grading and handling, not more than 10 percent, by count, of any lot may be below the requirements of this grade, and not more than one-tenth of this amount, or 1 percent, shall be allowed for decay.

UNCLASSIFIED

§ 51.2926a Unclassified.

"Unclassified" shall consist of apricots which do not meet the requirements of the foregoing grades.

MARKING AND PACKING REQUIREMENTS

§ 51.2927 Marking and packing requirements.

The minimum size, numerical count, or description of pack of the apricots in any package shall be plainly labeled, stenciled or otherwise marked on the package.

(a) *Numerical count.* When the numerical count is used the apricots in any container shall not vary more than one-fourth inch in diameter.

(b) *Minimum size.* "Minimum size" refers to the diameter of the smallest apricot in the package. It shall be stated in terms of whole and eighth inches, as 1½ inches min., 1⅝ inches min., etc., in accordance with the facts.

(c) *Description of pack.* "Description of pack" refers especially to apricots packed in 4-basket crates and shall be designated according to the arrangement of the apricots in the basket as 4-4, 4-5, 5-5, 5-6, or 6-6. These packs shall not be more than three layers deep. The figures given represent the number of rows of apricots each way in the basket. The bottom layer in any basket shall contain one row less than the two upper layers, i.e., that in a 5-5 pack the apricots in the bottom layer must not be smaller than will pack 4-5.

(d) *Tolerance.* In order to allow for variations incident to proper sizing not more than 10 percent, by count, of the apricots in any package may be below the minimum size specified.

DEFINITIONS

§ 51.2928 Mature.

"Mature" means having reached the stage of maturity which will insure a proper completion of the ripening process.

§ 51.2929 Well formed.

"Well-formed" means having the shape characteristic of the variety.

§ 51.2930 Damage.

"Damage" means that the apricot is injured to an extent readily apparent in the process of proper grading and handling. Well healed growth cracks not over three-eighths of an inch in length or smooth shallow limbrubs not more than one-fourth of an inch in diameter or russeting affecting not to exceed one-tenth of the surface of the apricot shall not be regarded as damage.

§ 51.2931 Serious damage.

"Serious damage" means any deformity, or injury which causes breaking of the skin, or which seriously affects the appearance, but well healed growth cracks not over one-half inch in length shall not be regarded as serious damage.

§ 51.2932 Diameter.

"Diameter" means the greatest diameter, measured through the center of the apricot, at right angles to a line running from the stem to the blossom end.

Subpart—United States Standards for Grades of Walnuts in the Shell

SOURCE: 29 FR 12865, Sept. 12, 1964, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.2945 Application.

The standards contained in this subpart apply only to walnuts commonly known as English or Persian walnuts (Juglans regia). They do not apply to the walnuts commonly known as black walnuts (Juglans nigra).

§ 51.2946 Color chart.

The color chart (USDA Walnut Color Chart) to which reference is made in §§ 51.2948, 51.2949, 51.2950, 51.2954, and 51.2963 illustrates four shades of color used to describe skin color of walnut kernels.

(a) *Availability of color chart.* The USDA Walnut Color Chart cited in this subpart has been filed with the original document and is available for inspection in the Office of the Federal Register. The color chart is also available for inspection in the Fruit and Vegetable Division, AMS, U.S. Department of Agriculture, South Building, Washington, D.C. 20250, in any field office of the Fresh Fruit and Vegetable Inspection Service of the Fruit and Vegetable Division, or upon request of any authorized inspector of such Service. Copies of the color chart may be purchased from Munsell Color Co., Inc., 2441 North Calvert Street, Baltimore, Md. 21218.

[33 FR 10840, July 31, 1968. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

§ 51.2947 Method of inspection.

In determining the grade of a lot of walnuts, all of the nuts in the sample first should be graded for size and then examined for external defects. The same nuts then should be cracked and examined for internal defects. The nuts must meet the requirements for both external and internal quality in order to meet a designated grade.

GRADES

§ 51.2948 U.S. No. 1.

"U.S. No. 1" consists of walnuts in shells which are dry, practically clean, bright and free from splits, injury by discoloration, and free from damage caused by broken shells, perforated shells, adhering hulls or other means. The kernels are well dried, free from decay, dark discoloration, rancidity, and free from damage caused by mold, shriveling, insects or other means. (See § 51.2954.)

(a) At least 70 percent, by count, of the walnuts have kernels which are not darker than "light amber" (see color chart), and which are free from grade defects: *Provided,* That at least four-sevenths of the above amount, or 40 percent of the walnuts have kernels which are not darker than "light" (see color chart). Higher percentages of nuts with kernels not darker than "light amber" which are free from grade defects and/or higher percentages with kernels not darker than "light" which are free from grade defects, may be specified in accordance with the facts. (See § 51.2954.)

(b) Size shall be specified in connection with the grade. (See § 51.2952.)

§ 51.2949 U.S. No. 2.

"U.S. No. 2" consists of walnuts in shells which are dry, practically clean and free from splits, and free from damage caused by broken shells, perforated shells, adhering hulls, discoloration or other means. The kernels are well dried, free from decay, dark discoloration, rancidity, and free from damage caused by mold, shriveling, insects or other means. (See § 51.2954.)

(a) At least 60 percent, by count, of the walnuts have kernels which are not darker than "light amber" (see color chart), and which are free from grade defects. Higher percentages of nuts with kernels not darker than "light amber" which are free from grade defects, and/or percentages with kernels not darker than "light" (see color chart) which are free from grade defects, may be specified in accordance with the facts. (See § 51.2954.)

(b) Size shall be specified in connection with the grade. (See § 51.2952.)

§ 51.2950 U.S. No. 3.

"U.S. No. 3" consists of walnuts in shells which are dry, fairly clean, free from splits, and free from damage caused by broken shells, and free from serious damage caused by discoloration, perforated shells, adhering hulls or other means. The kernels are well dried, free from decay, dark discoloration, rancidity, and free from damage caused by mold, shriveling, insects or other means. (See § 51.2954.)

(a) There is no requirement in this grade for the percentage of walnuts having kernels which are "light amber" or "light". However, the percentage, by count, of nuts with kernels not darker than "light amber" (see color chart) which are free from grade defects and/or the percentage with kernels not darker than "light" (see color chart) which are free from grade defects, may be specified in accordance with the facts. (See § 51.2954.)

(b) Size shall be specified in connection with the grade. (See § 51.2952.)

UNCLASSIFIED

§ 51.2951 Unclassified.

"Unclassified" consists of walnuts in the shell which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

SIZE SPECIFICATIONS

§ 51.2952 Size specifications.

Size shall be specified in accordance with the facts in terms of one of the following classifications:

(a) *Mammoth size.* Mammoth size means walnuts of which not over 12 percent, by count, pass through a round opening $^{96}/_{64}$ inches in diameter;

(b) *Jumbo size.* Jumbo size means walnuts of which not over 12 percent, by count, pass through a round opening $^{80}/_{64}$ inches in diameter;

(c) *Large size.* Large size means walnuts of which not over 12 percent, by count, pass through a round opening $^{77}/_{64}$ inches in diameter; except that for walnuts of the Eureka variety and type, such limiting dimension as to diameter shall be $^{76}/_{64}$ inches;

(d) *Medium size.* Medium size means walnuts of which at least 88 percent, by count, pass through a round opening $^{77}/_{64}$ inches in diameter, and of which not over 12 percent, by count, pass through a round opening $^{73}/_{64}$ inches in diameter;

(e) *Standard size.* Standard size means walnuts of which not over 12 percent, by count, pass through a round opening $^{73}/_{64}$ inches in diameter;

(f) *Baby size.* Baby size means walnuts of which at least 88 percent, by count, pass through a round opening $^{74}/_{64}$ inches in diameter, and of which not over 10 percent, by count, pass through a round opening $^{60}/_{64}$ inch in diameter; and,

(g) *Minimum diameter, or minimum and maximum diameter.* In lieu of one of the foregoing classifications, size of walnuts may be specified in terms of minimum diameter, or minimum and maximum diamter: *Provided,* That not more than 12 percent, by count, pass through a round hole of the specified minimum diameter, and at least 88 percent, by count, pass through a round hole of any specified maximum diameter.

VARIETY OR TYPE SPECIFICATIONS

§ 51.2953 Variety or type specifications.

The variety or type of any lot, of walnuts in the shell may be specified in accordance with the facts as follows:

(a) If the lot is of one named variety, that variety name may be specified, *Provided,* That not over 10 percent, by count, of the walnuts in the lot are of another variety or type than that specified; and,

(b) If the lot is a mixture of two or more distinct varieties or types it may be specified as "Mixed Varieties".

TOLERANCES FOR GRADE DEFECTS

§ 51.2954 Tolerances for Grade Defects.

In order to allow for variations incident to proper grading and handling, the following tolerances shall be permitted for nuts which fail to meet the requirements of the respective grades as indicated. Terms in quotation marks refer to color classifications illustrated on the color chart.

TOLERANCES FOR GRADE DEFECTS

Grade	External (shell) defects	Internal (kernel) defects	Color of kernel
U.S. No. 1	10 pct, by count for splits. 5 pct. by count, for other shell defects, including not more than 3 pct seriously damaged.	10 pct total by count, including not more than 6 pct which are damaged by mold or insects or seriously damaged by other means, of which not more than ⅚ or 5 pct may be damaged by insects, but no part of any tolerance shall be allowed for walnuts containing live insects.	No tolerance to reduce the required 70 pct of "light amber" kernels or the required 40 pct of "light" kernels or any larger percentage of "light amber" or "light" kernels specified.
U.S. No. 2	10 pct, by count, for splits. 10 pct, by count, for other shell defects, including not more than 5 pct serious damage by adhering hulls.	15 pct total, by count, including not more than 8 pct which are damaged by mold or insects or seriously damaged by other means, of which not more than ⅝ or 5 pct may be damaged by insects, but no part of any tolerance shall be allowed for walnuts containing live insects.	No tolerance to reduce the required 60 pct or any specified larger percentage of "light amber" kernels, or any specified percentage of "light" kernels.
U.S. No. 3	Same as above tolerance for U.S. No. 2.	Same as above tolerance for U.S. No. 2.	No tolerance to reduce any percentage of "light amber" or "light" kernel specified.

[41 FR 44187, Oct. 7, 1976. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

APPLICATION OF TOLERANCES

§ 51.2955 Application of tolerances.

The tolerances provided in these standards are on a lot basis, and they shall be applied to a composite sample representative of the lot. However, any identifiable container or group of containers in which the walnuts are obviously of a quality materially different from that in the majority of the containers shall be considered as a separate lot, and shall be sampled separately.

DEFINITIONS

§ 51.2956 Practically clean.

"Practically clean" means that, from the viewpoint of general appearance, the walnuts are practically free from adhering dirt or other foreign matter, and that individual walnuts are not damaged by such means. A slightly chalky deposit on the shell is characteristic of many bleached nuts and shall not be considered as dirt or foreign matter.

§ 51.2957 Bright.

"Bright" means a fairly light, attractive appearance. A slight chalky deposit on the shell shall not be considered as affecting brightness.

§ 51.2958 Splits.

"Splits" means walnuts with the seam opened completely around the nut so that the two halves of the shell are held together only by the kernel.

§ 51.2959 Injury by discoloration.

"Injury by discoloration" means that the color of the affected portion of the shell objectionably contrasts with the color of the rest of the shell of the individual nut.

§ 51.2960 Damage.

"Damage" means any specific defect mentioned in this section; or any equally objectionable variation of any one of these defects, any other defect, or any combination of defects which materially detracts from the appearance or the edible or shipping quality of the individual walnut or the lot as a whole. The following specific defects shall be considered as damage:

(a) Broken shells when the area from which a portion of the shell is missing is greater than the area of a circle one-fourth inch in diameter; or when the two halves of the shell have become completely broken apart and separated from each other;

(b) Perforated shells when the area affected aggregates more than that of a circle one-fourth inch in diameter. The term "perforated shells" means imperfectly developed areas on the shell resembling abrasions and usually including small holes penetrating the shell wall;

(c) Adhering hulls when affecting more than 5 percent of the shell surface;

(d) Discoloration (or stain) which covers, in the aggregate, one-fifth or more of the surface of the shell of an individual nut, and which is brown, reddish brown, gray, or other color in pronounced contrast with the color of the rest of the shell or the majority of shells in the lot, or darker discoloration covering a smaller area if the appearance is equally objectionable;

(e) Mold when attached to the kernel and conspicuous; or when inconspicuous white or gray mold affects an aggregate area larger than one square centimeter or one-eighth of the entire surface of the kernel, whichever is the lesser area;

(f) Shriveling when more than 5 percent of the surface of the kernel, including both halves, is severely shriveled, or a greater area is affected by lesser degrees of shriveling producing an equally objectionable appearance. Kernels which are thin in cross section but which are otherwise normally developed shall not be considered as damaged; and,

(g) Insects when an insect or insect fragment, web or frass is present inside the shell, or the kernel shows distinct evidence of insect feeding.

§ 51.2961 Well dried.

"Well dried" means that the kernel is firm and crisp, not pliable or leathery.

§ 51.2962 Decay.

"Decay" means that any portion of the kernel is decomposed.

§ 51.2963 Dark discoloration.

"Dark discoloration" means that the color of the skin of the kernel is darker than "amber". (See color chart.)

§ 51.2964 Rancidity.

"Rancidity" means the stage of deterioration in which the kernel has developed a rancid flavor. Rancidity should not be confused with a slightly astringent flavor of the pellicle (skin) or with staleness, the stage at which the flavor is flat but not distasteful.

§ 51.2965 Fairly clean.

"Fairly clean" means that, from the viewpoint of general appearance, the lot is not seriously damaged by adhering dirt or other foreign matter, and that individual walnuts are not coated or caked with dirt or foreign matter. Both the amount of surface affected and the color of the dirt shall be taken into consideration.

§ 51.2966 Serious damage.

"Serious damage" means any specific defect mentioned in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which seriously detracts from the appearance or the edible or shipping quality of the walnut. The following specific defects shall be considered as serious damage:

(a) Discoloration (or stain) which covers, in the aggregate, one-third or more of the surface of the shell of an individual nut and which is brown, reddish brown, gray, or other color in pronounced contrast with the color of the rest of the shell or the majority of shells in the lot, or darker discoloration covering a smaller area if the appearance is equally objectionable;

(b) Perforated shells when the area affected aggregates more than that of a circle three-eighths of an inch in diameter. The term "perforated shells" means imperfectly developed areas on the shell resembling abrasions and usually including small holes penetrating the shell wall;

(c) Adhering hulls when affecting more than one-eighth of the shell surface in the aggregate;

(d) Shriveling when both halves of the kernel are affected by severe shriveling over an area totaling more than one-eighth of the surface; or when both halves are affected over a greater area by lesser degrees of shriveling producing an equally objectionable appearance. When one of the halves of the kernel shows no shriveling, the kernel shall not be considered seriously damaged unless the other half shows shriveling to the extent that over 50 percent of its surface is severely shriveled, or a greater area is affected by lesser degrees of shriveling producing an equally objectionable appearance. Kernels which are thin in cross section, but which are otherwise normally developed shall not be considered as damaged;

(e) Rancidity or decay; and,

(f) Uncured kernels which are wet, rubbery and "green".

Subpart—United States Standards for Italian Type Tomatoes for Canning

SOURCE: 22 FR 2309, Apr. 6, 1957, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.2976 General.

These standards are applicable only to Italian type tomatoes which are to be processed as whole tomatoes.

GRADES

§ 51.2977 U.S. No. 1.

"U.S. No. 1" consists of tomatoes which are firm, well colored, fairly well formed and free from mold and decay and free from damage caused by growth cracks, sunscald, freezing injury, disease, insects or mechanical or other means. (See § 51.2980.)

§ 51.2978 U.S. No. 2.

"U.S. No. 2" consists of tomatoes which are firm, fairly well colored and free from serious damage by any cause. (See § 51.2980.)

CULLS

§ 51.2979 Culls.

"Culls" are tomatoes which fail to meet the requirements of either of the foregoing grades.

MINIMUM SIZE

§ 51.2980 Minimum size.

The minimum size may be fixed by agreement between buyer and seller. Tomatoes below any specified minimum size shall be classed as culls. Size should be expressed in terms of diameter measured in inches and fractions of inches. Diameter is the greatest dimension of the tomato measured at right angles to a line running from the stem end to the blossom end.

DEFINITIONS

§ 51.2981 Firm.

"Firm" means that the tomato is not soft, puffy, shriveled or watersoaked.

§ 51.2982 Well colored.

"Well colored" means that 90 percent or more of the outer surface of the flesh of the tomato has red color characteristic of a well ripened tomato.

§ 51.2983 Fairly well formed.

"Fairly well formed" means that the tomato is not decidedly flattened, lopsided, angular or otherwise decidedly misshapen.

§ 51.2984 Damage.

"Damage" means any defect which materially affects the edible or processing quality of the tomato. The following shall be considered as damage:

(a) Any defect of the side wall of the tomato which more than slightly affects the appearance of the outer surface or necessitates trimming to the extent that an opening through the wall results; or,

(b) Any defect affecting the stem end or blossom end of the tomato which when removed will cause a loss of more than 5 percent of the total weight of the tomato exclusive of the peel.

§ 51.2985 Fairly well colored.

"Fairly well colored" means that at least two-thirds of the outer surface of the flesh of the tomato has red color characteristic of a fairly well ripened tomato.

§ 51.2986 Serious damage.

"Serious damage" means any defect which seriously affects the edible or processing quality of the tomato, or which when removed will cause a loss of more than 10 percent of the total weight of the tomato exclusive of the peel.

Subpart—U.S. Standards for Grades of Seed Potatoes [1]

SOURCE: 37 FR 8667, Apr. 29, 1972, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADE

§ 51.3000 U.S. No. 1 Seed Potatoes.

"U.S. No. 1 Seed Potatoes" consists of potatoes identified as certified seed of one variety by the State of origin which meet the following requirements:

(a) Fairly well shaped;

(b) Free from:

(1) Freezing;

(2) Blackheart;

(3) Late Blight Tuber Rot;

(4) Nematode or Tuber Moth injury;

(5) Bacterial Ring Rot; and,

(6) Soft rot or wet breakdown.

(c) Free from serious damage caused by:

(1) Hollow heart.

(d) Free from damage by any other cause (see Tables I and II).

(e) Size:

(1) Minimum diameter, unless otherwise specified, shall be not less than 1½ inches; and,

(2) Maximum size, unless otherwise specified, shall not exceed 3¼ inches in diameter or 12 ounces in weight.

(f) For tolerances see § 51.3001.

TOLERANCES

§ 51.3001 Tolerances.

In order to allow for variations incident to proper grading and handling in the foregoing grade, the following tolerances, by weight, are provided as specified:

(a) For defects:

(1) 10 percent for potatoes in any lot which are seriously damaged by hollow heart;

(2) 10 percent for potatoes which fail to meet the remaining requirements of the grade including therein not more than 5 percent for external defects and not more than 5 percent for internal defects: *Provided,* That included in these tolerances not more than the following percentages shall be allowed for the defects listed:

	Percent
Bacterial Ring Rot	0.00
Serious damage caused by dry or moist type Fusarium Tuber Rot	2.00
Late Blight Tuber Rot	1.00
Nematode or Tuber Moth injury	0.00
Varietal mixture	0.25
Frozen soft rot or wet breakdown	0.50

Provided, That en route or at destination an additional 0.50 percent, or a total of 1 percent, shall be allowed for potatoes which are frozen or affected by soft rot or wet breakdown.

(b) For off-size:

(1) *For undersize.* Three percent for potatoes in any lot which fail to meet the required or specified minimum size except that 5 percent shall be allowed when the minimum size specified is 2¼ inches or more in diameter or 5 ounces or more in weight.

(2) *For oversize.* Ten percent for potatoes in any lot which fail to meet the required or specified maximum size.

APPLICATION OF TOLERANCES

§ 51.3002 Application of tolerances.

Individual samples shall have not more than double the tolerances specified, except that at least one defective and one off-size potato may be permitted in any sample: *Provided,* That en route or at destination one-tenth of the samples may contain three times the tolerance permitted for potatoes which are frozen or affected by soft rot or wet breakdown: *And provided further,* That the averages for the entire lot are within the tolerances specified for the grade.

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

SAMPLES FOR GRADE AND SIZE DETERMINATION

§ 51.3003 Samples for grade and size determination.

Individual samples shall consist of at least 20 pounds. The number of such individual samples drawn for grade and size determination will vary with the size of the lot.

DEFINITIONS

§ 51.3004 Fairly well shaped.

"Fairly well shaped" means that the potato is not materially pointed, dumb-bell-shaped or otherwise materially deformed.

§ 51.3005 Nematode or Tuber Moth injury.

"Nematode or Tuber Moth injury" means the presence of or any evidence of Nematode or Tuber Moth.

§ 51.3006 Damage.

"Damage" means any defect (except sunburn and greening) or any combination of defects which materially detracts from the internal or external appearance of the potato, or any external defect which cannot be removed without a loss of more than 5 percent of the total weight of the potato. See Tables I and II in §§ 51.3010 and 51.3011.

§ 51.3007 Serious damage.

"Serious damage" means any defect (except sunburn and greening), or any combination of defects, which seriously detracts from the internal or external appearance of the potato, or any external defect which cannot be removed without a loss of more than 10 percent of the total weight of the potato.

§ 51.3008 Freezing.

"Freezing" means that the potato is frozen or shows evidence of having been frozen.

§ 51.3009 Soft rot or wet breakdown.

"Soft rot or wet breakdown" means any soft, mushy, or leaky condition of the tissue.

§ 51.3010 External defects.

"External defects" are defects which can be detected externally. However, cutting may be required to determine the extent of the injury. Some external defects are listed in Table I.

TABLE I—EXTERNAL DEFECTS

Defect	Damage	
	When materially detracting from appearance of the potato or	When removal causes loss of more than 5 percent of total weight of potato
Air cracks	×	
Bruises	×	×
Cuts or trimming	×	
Enlarged lenticels	×	
External discoloration	×	
Flea Beetle injury	×	×
Rhizoctonia	×	
Scab, pitted	×	
Scab, russet	×	
Scab, surface	When more than 5 percent of surface affected	
Second growth	×	
Growth cracks	×	
Wireworm or grass damage	When any hole in a potato 2½ inches in diameter or 6 ounces in weight is more than ¾-inch long, or when the aggregate length of all holes is more than 1¼ inches, or correspondingly shorter or longer holes in smaller or larger potatoes.	
Dirt	Dirt or other foreign matter is considered as causing damage when the individual potato is more than slightly dirty or slightly stained, or when more than a moderate amount of loose dirt or other foreign matter is present in the sample.	

TABLE I—EXTERNAL DEFECTS—Continued

Defect	Damage	
	When materially detracting from appearance of the potato or	When removal causes loss of more than 5 percent of total weight of potato
Insects or worms	When present inside the potato	
Shriveling	When more than moderately shriveled, spongy, or flabby.	
Sprouts	When more than 10 percent of the potatoes in any lot have any sprout more than 1 inch in length.	

§ 51.3011 Internal defects.

"Internal defects" are defects which cannot be detected without cutting the potato. Some internal defects are listed in Table II.

TABLE II—INTERNAL DEFECTS

Defect	Damage
Ingrown sprouts	When removal causes a loss of more than 5 percent of the total weight of the potato.
Internal discoloration occurring entirely within the vascular ring.	When more than the equivalent of three scattered light brown spots ⅛ inch in diameter in a potato 2½ inches in diameter or 6 ounces in weight, or correspondingly lesser or greater number of spots in smaller or larger potatoes.
Internal discoloration outside of or not entirely confined within the vascular ring.	When removal causes a loss of more than 5 percent of the total weight of the potato.

§ 51.3012 Permanent defects.

"Permanent defects" are defects which are not subject to change during storage or shipment.

§ 51.3013 Condition defects.

"Condition defects" are defects which may develop or change during storage or shipment.

METRIC CONVERSION TABLE

§ 51.3014 Metric conversion table.

Inches	Millimeters (mm)
⅛ equals	3.2
¼ equals	6.4
½ equals	12.7
¾ equals	19.1
1 equals	25.4
1½ equals	38.1
2 equals	50.8
2½ equals	63.5
3 equals	76.2
3½ equals	88.9
4 equals	101.6
4½ equals	114.3

Ounces	Grams
1 equals	28.35
4 equals	113.40
5 equals	141.75
6 equals	170.10
7 equals	198.45
8 equals	226.80
9 equals	255.15
10 equals	283.50
12 equals	340.20
14 equals	396.90
16 equals	453.60
18 equals	510.30
19 equals	538.60
20 equals	567.00

Subpart—United States Standards for Fresh Cranberries for Processing

SOURCE: 22 FR 5853, July 24, 1957, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.3030 General.

(a) These standards apply only to the commonly cultivated Cranberry (Vaccinium macrocarpon).

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(b) The primary purpose of these standards in for classifying Cranberries intended for manufacture of strained sauce. When used for other styles of packs such as cocktail, whole sauce, etc., other size and quality requirements may be specified using the quality factors and defects established in these standards.

GRADES

§ 51.3031 U.S. No. 1.

"U.S. No. 1" consists of fresh cranberries which are clean, mature, fairly well colored and which are not soft or decayed and which are free from worms or worm holes and which are free from damage caused by bruises, scars, freezing, sunscald, foreign material, disease, insects or mechanical or other means.

(a) The minimum diameter shall be nine-thirty-seconds of an inch.

(b) Incident to proper grading and handling, the following tolerances, by count, shall be permitted in any lot:

(1) 3 percent for cranberries which fail to meet the size requirement;

(2) 20 percent for cranberries which fail to meet the color requirements for individual cranberries;

(3) 10 percent for cranberries which fail to meet the remaining requirements of the grade but not more than one-half of this amount, or 5 percent, shall be allowed for berries which have worm holes or which are soft or affected by decay: *Provided*, That an additional tolerance of 2 percent for berries which are soft or affected by decay, or a total of not more than 7 percent, for berries which have worm holes or which are soft or affected by decay, shall be allowed en route or at destination: *And provided further*, That not more than one-half of 1 percent, included in the above tolerances, shall be allowed for Black Rot: and,

(4) One-tenth ($\frac{1}{10}$) of 1 percent for cranberries infested with worms.

UNCLASSIFIED

§ 51.3032 Unclassified.

"Unclassified" consists of cranberries which have not been classified in accordance with the foregoing grade. The term "unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

DEFINITIONS

§ 51.3033 Clean.

"Clean" means that the cranberries are practically free from dirt, dust, spray residue, or other adhering foreign material.

§ 51.3034 Mature.

"Mature" means that the cranberry has reached the stage of development which will insure the proper completion of the ripening process.

§ 51.3035 Fairly well colored.

"Fairly well colored" means that 75 percent of the surface of the individual cranberry, in the aggregate, shows pink or red color characteristic of the variety.

§ 51.3036 Damage.

"Damage" means any defect which materially affects the edible or processing quality of the cranberry. The following shall be considered as damage:

(a) Foreign material when the processing quality of the cranberries in the container is materially affected; and,

(b) Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(1) Bruises or scars which materially affect the edible or processing quality of the individual cranberry; and,

(2) Insects when any insect injury affects an aggregate area of the surface of the individual cranberry greater than that of a circle one-eighth inch in diameter.

§ 51.3037 Diameter.

"Diameter" means the greatest dimension measured at right angles to a line from stem to blossom end of the berry.

Subpart—United States Standards for Florida Avocados

SOURCE: 22 FR 6205, Aug. 3, 1957, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3050 U.S. No. 1.

"U.S. No. 1" consists of avocados of similar varietal characteristics which are mature but not overripe, well formed, clean, well colored, well trimmed and which are free from decay, anthracnose, and freezing injury and are free from damage caused by bruises, cuts or other skin breaks, pulled stems, russeting or similar discoloration, scars or scab, sunburn, sunscald or sprayburn, cercospora spot, other disease, insects, or mechanical or other means.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling, not more than a total of 10 percent, by count, of the avocados in any lot may fail to meet the requirements of this grade: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for avocados affected by decay or anthracnose, including therein not more than 1 percent for avocados affected by decay. (See §§ 51.3055 and 51.3056.)

§ 51.3051 U.S. Combination.

"U.S. Combination" consists of a combination of U.S. No. 1 and U.S. No. 2 avocados: *Provided,* That at least 60 percent, by count, of the avocados in each container meet the requirements of the U.S. No. 1 grade.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling, not more than a total of 10 percent, by count, of the avocados in any lot may fail to meet the requirements of the U.S. No. 2 grade: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for avocados affected by decay or seriously damaged by anthracnose, including therein not more than 1 percent for avocados affected by decay. No part of any tolerance shall be allowed to reduce for the lot as a whole the percentage of U.S. No. 1 fruit required or specified in the combination, but individual containers may have not more than 10 percent less than the percentage of U.S. No. 1 fruit required or specified. (See §§ 51.3055 and 51.3056.)

§ 51.3052 U.S. No. 2.

"U.S. No. 2" consists of avocados of similar varietal characteristics which are mature but not overripe, fairly well formed, clean, fairly well colored, well trimmed and which are free from decay and freezing injury and are free from serious damage caused by anthracnose, bruises, cuts or other skin breaks, pulled stems, russeting or similar discoloration, scars or scab, sunburn, sunscald or sprayburn, cercospora spot, other disease, insects, or mechanical or other means.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling, not more than a total of 10 percent, by count, of the avocados in any lot may fail to meet the requirements of this grade: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for avocados affected by decay or seriously damaged by anthracnose, including therein not more than 1 percent for avocados affected by decay. (See §§ 51.3055 and 51.3056.)

§ 51.3053 U.S. No. 3.

"U.S. No. 3" consists of avocados of similar varietal characteristics which are mature but not overripe, which are not badly misshapen, and which are free from decay and are free from serious damage caused by anthracnose and are free from very serious damage caused by freezing injury, bruises, cuts or other skin breaks, pulled stems, russeting or similar discoloration, scars or scab, sunburn, sunscald or sprayburn, cercospora spot, other disease, insects, dirt or mechanical or other means.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling, not more than a total of 10 percent, by count, of the avocados in any lot may fail to meet the requirements of this grade, including therein not more than 2 percent for avocados affected by decay. (See §§ 51.3055 and 51.3056.)

UNCLASSIFIED

§ 51.3054 Unclassified.

"Unclassified" consists of avocados which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

STANDARD PACK

§ 51.3055 Standard pack.

(a) The avocados shall be packed in accordance with good commercial practice and the pack shall be at least fairly tight. The weight of the smallest fruit in any container shall be not less than 75 percent of the weight of the largest fruit in the container. Size of the avocados may be specified by count.

(b) In order to allow for variations incident to proper sizing and packing, not more than 5 percent, by count, of the avocados in any container may weigh less than 75 percent of the weight of the largest fruit: *Provided,* That no fruit in any container shall weigh less than 60 percent of the weight of the largest fruit in the container. In addition, not more than 5 percent of the containers in any lot may fail to meet the requirement as to tightness of pack.

APPLICATION OF TOLERANCES

§ 51.3056 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade:

(1) For packages which contain more than 20 avocados and a tolerance of 10 percent or more is provided, individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 20 avocados and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any package; and,

(2) For packages which contain 20 avocados or less, individual packages shall have not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any package.

DEFINITIONS

§ 51.3057 Similar varietal characteristics.

"Similar varietal characteristics" means that the avocados in any container are similar in shape, texture, and color of skin and flesh.

§ 51.3058 Mature.

"Mature" means that the avocado has reached a stage of growth which will insure a proper completion of the ripening process.

§ 51.3059 Overripe.

"Overripe" means that the avocado is dead ripe with flesh soft or discolored and past commercial use.

§ 51.3060 Well formed.

"Well formed" means that the avocado has the normal shape characteristic of the variety.

§ 51.3061 Clean.

"Clean" means that the avocado is practically free from dirt, staining or other foreign material.

§ 51.3062 Well colored.

"Well colored" means that the avocado has the color characteristic of the variety.

§ 51.3063 Well trimmed.

"Well trimmed" means that the stem, when present, is cut off fairly smoothly at a point not more than one-fourth inch beyond the shoulder of the avocado.

§ 51.3064 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual fruit, or the general appearance of the avocados in the container. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Cuts or other skin breaks when not healed and penetrating beneath the epidermis or the aggregate area exceeds that of a rectangle 1 inch in length and one-eighth inch in width, or when healed and the appearance is materially affected;

(b) Pulled stems when the exposed stem cavity is excessively deep, or when skin surrounding the stem cavity is more than slightly torn;

(c) Russeting or similar discoloration when the appearance of the avocado is affected to a greater extent than that of an avocado which has light brown surface discoloration aggregating 10 percent of the fruit surface;

(d) Scars or scab when the appearance of the avocado is affected to a greater extent than that of an avocado which has light brown superficial, fairly smooth scars aggregating 10 percent of the fruit surface;

(e) Sunburn when the appearance of the avocado is affected to a greater extent than that of an avocado which has greenish-yellow colored sunburn aggregating 10 percent of the fruit surface; and,

(f) Sunscald or sprayburn when not well healed, or when soft, or when the appearance of the avocado is affected to a greater extent than that of an avocado which has light brown, superficial scars aggregating 10 percent of the fruit surface.

§ 51.3065 Fairly well formed.

"Fairly well formed" means that the avocado may be slightly abnormal in shape but not to the extent that the appearance is seriously affected.

§ 51.3066 Fairly well colored.

"Fairly well colored" means that the avocado shows a shade of color which is fairly characteristic of the variety.

§ 51.3067 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the individual fruit, or the general appearance of the avocados in the container. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Anthracnose when any spot exceeds the area of a circle one-fourth inch in diameter, or when more than 3 spots each of which exceeds the area of a circle three-sixteenths inch in diameter;

(b) Cuts or other skin breaks when not healed and penetrating into the flesh of the fruit, or the aggregate area exceeds that of a rectangle 1 inch in length and one-fourth inch in width, or when healed and the appearance is seriously affected;

(c) Pulled stems when the skin surrounding the exposed stem cavity is torn more than an aggregate area of a circle one-fourth inch in diameter, or when the flesh is torn;

(d) Russeting or similar discoloration when the appearance of the avocado is affected to a greater extent than that of an avocado which has light brown surface discoloration aggregating 25 percent of the fruit surface;

(e) Scars or scab when the appearance of the avocado is affected to a greater extent than that of an avocado which has light brown superficial fairly smooth scars aggregating 25 percent of the fruit surface;

(f) Sunburn when the appearance of the avocado is affected to a greater extent that that of an avocado which has greenish-yellow colored sunburn aggregating 25 percent of the fruit surface;

(g) Sunscald or sprayburn when not well healed, or when soft, or when the appearance of the avocado is affected to a greater extent than that of an avocado which has light brown superficial, fairly smooth scars aggregating 25 percent of the fruit surface; and

(h) Cercospora spot when any spot exceeds the area of a circle one-fourth inch in diameter, or when more than 3 spots each of which exceeds the area of a circle three-sixteenths inch in diameter, or when the aggregate area of all spots exceeds the area of a circle 1 inch in diameter.

§ 51.3068 Badly misshapen.

"Badly misshapen" means that the avocado is so badly curved, constricted, pointed or otherwise deformed that the appearance is very seriously affected.

§ 51.3069 Very serious damage.

"Very serious damage" means any defect which very seriously affects the appearance, or the edible or shipping quality of the avocado. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as very serious damage:

(a) Cuts or other skin breaks when not healed and penetrating into the flesh of the fruit, or any skin break very seriously affecting the appearance, or the edible or shipping quality;

(b) Pulled stems when the skin surrounding the exposed stem cavity is torn more than an aggregate area of a circle one-half inch in diameter, or when the flesh is torn;

(c) Russeting or similar discoloration when the appearance of the avocado is affected to a greater extent than that of an avocado which has light brown surface discoloration aggregating 50 percent of the fruit surface;

(d) Scars or scab when the appearance of the avocado is affected to a greater extent than that of an avocado which has light brown superficial, fairly smooth scars aggregating 50 percent of the fruit surface;

(e) Sunburn when the appearance of the avocado is affected to a greater extent than that of an avocado which has greenish-yellow colored sunburn aggregating 50 percent of the fruit surface; and,

(f) Sunscald or sprayburn when not well healed, or when the appearance of the avocado is affected to a greater extent than that of an avocado which has light brown superficial, fairly smooth scars aggregating 50 percent of the fruit surface.

Subpart—United States Standards for Grades of Christmas Trees

AUTHORITY: Secs. 203—205, 60 Stat. 1087, as amended (7 U.S.C. 1621—1627).

SOURCE: 38 FR 5252, Feb. 27, 1973, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.3085 General.

The standards contained in this subpart are applicable to sheared or unsheared trees of the coniferous species which are normally marketed as Christmas trees. The large majority of the Christmas trees marketed are one of the following species: Douglas fir (Pseudotsuga menziesii); Balsam fir (Abies balsamea); Black spruce (Picea mariana); Eastern Red cedar (Juniperus virginiana); White spruce (Picea glauca); Scotch pine (Pinus sylvestris); Norway spruce (Picea abies); Red pine (Pinus resionsa); Eastern White pine (Pinus strobus); Red spruce (Picea rubens); Fraser fir (Abies fraseri); and Virginia pine (Pinus virginiana).

GRADES

§ 51.3086 U.S. Premium.

"U.S. Premium" consists of trees which meet the following requirements:

(a) Characteristics typical of the species;

(b) Fresh;

(c) Clean;

(d) Healthy;

(e) Well shaped;

(f) Butt trimmed;

(g) Not less than medium density;

(h) Normal taper;

(i) Handle length, unless otherwise specified, may be not less than 6 inches, or more than 1¾ inches for each foot of tree height;

(j) Four faces which are free from damage by any cause;

(k) For size see § 51.3090;

(l) For tolerances see § 51.3091.

§ 51.3087 U.S. No. 1 or U.S. Choice.

"U.S. No. 1 or U.S. Choice" consists of trees which meet the following requirements:

(a) Characteristics typical of the species;

(b) Fresh;

(c) Clean;

(d) Healthy;

(e) Well shaped;
(f) Butt trimmed;
(g) Not less than medium density;
(h) Normal taper;
(i) Handle length, unless otherwise specified, may be not less than 6 inches, or more than 1¾ inches for each foot of tree height;
(j) Three or more faces which are free from damage by any cause;
(k) For size see § 51.3090;
(l) For tolerances see § 51.3091.

§ 51.3088 U.S. No. 2 or U.S. Standard.

"U.S. No. 2 or U.S. Standard" consists of trees which meet the following requirements:

(a) Characteristics typical of the species;
(b) Fresh;
(c) Fairly clean;
(d) Healthy;
(e) Well shaped;
(f) Butt trimmed;
(g) Light or better density;
(h) Candlestick, normal or flaring taper;
(i) Handle length, unless otherwise specified, may be not less than 6 inches, or more than 1¾ inches for each foot of tree height;
(j) Two or more adjacent faces which are free from damage by any cause;
(k) For size see § 51.3090;
(l) For tolerances see § 51.3091.

CULLS

§ 51.3089 Culls.

"Culls" consist of individual trees which fail to meet the requirements of the U.S. No. 2 or U.S. Standard Grade.

SIZE

§ 51.3090 Size.

Size of trees shall be stated in terms of height in foot or half-foot steps, and unless otherwise specified, the following color codes may be used to designate the respective sizes:

	Feet
Purple tag	4 to 5
Blue tag	4 to 5½
Yellow tag	5 to 6
Red tag	5½ to 7
Orange tag	6 to 7
Green tag	7 to 8
White tag	8 to 10

TOLERANCES

§ 51.3091 Tolerances.

In order to allow for variations incident to proper sizing, grading, and handling in each of the foregoing grades the following tolerances, by count, shall apply when a lot of Christmas trees is required to meet a specified grade.

(a) *Off-size.* Ten percent for trees which fail to meet the height specified.

(b) *Off-length handle.* Twenty percent for trees which fail to meet the requirement for handle length but which meet all other requirements for the specified grade.

(c) *Defects.* Ten percent for trees which fail to meet the remaining requirements of the grade: *Provided,* That for the U.S. Premium and the U.S. No. 1 or U.S. Choice grades not more than one-half of this amount, or 5 percent, shall be allowed for trees which fail to meet the requirements of the next grade lower than that specified.

DEFINITIONS

§ 51.3092 Fresh.

"Fresh" means that the needles are pliable and generally firmly attached with not more than slight shattering.

§ 51.3093 Clean.

"Clean" means that the tree is practically free from vines or other undesirable foreign material.

§ 51.3094 Healthy.

"Healthy" means that the foliage possesses a thrifty, fresh, natural appearance characteristic of the species.

§ 51.3095 Well shaped.

"Well shaped" means that the tree is not flat on one side and the branches of the tree, whether sheared or unsheared, are of sufficient number and length to form a circular outline tapering from the lowest whorl of branches to the top.

§ 51.3096 Butt trimmed.

"Butt trimmed" means that all barren branches below the first whorl of foliated branches shall have been removed, and the butt of the trunk has been smoothly cut at approximately right angles to the trunk.

§ 51.3097 Density.

"Density" means the amount of foliage present. Factors contributing to the degree of density are: The number and size of branches within the whorl, distance between whorls, number and arrangement of branchlets on each branch, the extent of internodal branching, needle arrangement, and needle length. Species differ in their habit of growth and some species do not have internodal branches. Density is judged on the basis of species characteristics.

(a) *Medium density.* Means that the whorls or branches are relatively close together, the branchlets or side branches are fairly numerous and the needle population is adequate to cover the branches. The stem may be visible, but not distinctly visible throughout most of its length. To grade U.S. Premium or U.S. No. 1 or U.S. Choice trees must possess at least "medium density."

(b) *Light density.* Means that the whorls or branches may be thinly spaced, the branchlets or side branches may be only reasonably numerous, but the needle population must be adequate to reasonably cover the branches. The stem is usually visible for approximately 70 percent of its length. To grade U.S. No. 2 or U.S. Standard trees must have at least "light density." Trees that are more open or which do not meet the requirements of "light density" are culls.

§ 51.3098 Taper.

"Taper" means the relationship of the width of the tree to its height. "Flaring," "normal," and "candlestick" taper are the terms used to describe degrees of taper. At least 75 percent of the branch ends must touch or overlap the line of the cone.

(a) Flaring taper means that the general shape of the tree, judged from its best side, forms a cone the base of which is more than 90 percent of its height.

(b) Normal taper means that the general shape of the tree, judged from its best side, forms a cone the base of which is from 40 to 90 percent of its height.

(c) Candlestick taper means that the general shape of the tree, judged from its best side, forms a cone the base of which is less than 40 percent of its height.

§ 51.3099 Face.

"Face" means the visible surface area of a tree as viewed from a distance of 8 to 10 feet from the tree. A tree shall be considered as having four faces, each consisting of one-quarter of the surface area of the tree.

§ 51.3100 Fairly clean.

"Fairly clean" means that the tree is moderately free from vines or other undesirable foreign material.

§ 51.3101 Handle.

"Handle" means that portion of the trunk between the butt or base of a tree and the lowest complete whorl of foliated branches.

§ 51.3102 Height.

"Height" means the distance from the base of the trunk to the top of the main leader, excluding that portion of the leader which extends more than 4 inches above the apex of the cone of the taper applicable to the tree. (See § 51.3098).

§ 51.3103 Damage.

"Damage" means any specific noticeable defect described, or listed in this section, or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which materially detracts from the appearance or marketing quality of the Christmas tree.

(a) The following are noticeable defects which generally affect one or more faces and are usually readily observed by casual observation of a tree:

(1) Decided gap (abnormal space between whorls of branches).

(2) Unduly long branches.

(3) Uneven density.

(4) Weak branches.

(5) Broken branches.

(6) Barren lower whorl (no needles on branches of bottom whorl).

(7) Curved stems.

(8) Hole in tree (lack of branches or foliage and appears as an opening of considerable size).

(9) Excessively long main leader (when the main leader or stem above top whorl of branches is not proportionate to the overall tree height).

(10) Incomplete whorl of branches.

(11) Handle not proportionate to height of tree.

(b) The following are defects which individually or in combination with other defects may materially detract from the appearance or marketing quality of a tree to the same degree as the noticeable defects listed above.

(1) Multiple leaders.

(2) Crow's-nest (cluster of short branches which forms a compact nest-type whorl arrangement).

(3) Multiple main stems.

(4) Gooseneck (greater than usual distance between two whorls of branches).

(5) Noticeable presence of galls on the branches.

(6) Abnormal loss of needles.

(7) Abnormal curling of needles.

(8) Noticeable presence of dead twigs.

(9) Vines.

(10) Foreign material.

METRIC CONVERSION TABLE

§ 51.3101 Metric conversion table.

Feet	Centimeters (cm)
½ equals	15.24
1 equals	30.48
2 equals	60.96
3 equals	91.44
4 equals	121.92
5 equals	152.40
6 equals	182.88
7 equals	213.36
8 equals	243.84
9 equals	274.32
10 equals	304.80

Subpart—United States Standards for Grades of Strawberries

SOURCE: 30 FR 6711, May 18, 1965, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3115 U.S. No. 1.

"U.S. No. 1" consists of strawberries of one variety or similar varietal characteristics with the cap (calyx) attached, which are firm, not overripe or undeveloped, and which are free from mold or decay and free from damage caused by dirt, moisture, foreign matter, disease, insects, or mechanical or other means. Each strawberry has not less than three-fourths of its surface showing a pink or red color.

(a) *Size.* Unless otherwise specified, the minimum diameter of each strawberry is not less than three-fourths inch.

(b) *Tolerances.* In order to allow for variations incident to proper grading and handling the following tolerances, by volume, are provided as specified:

(1) *For defects.* Not more than 10 percent for strawberries in any lot which fail to meet the requirements of this grade, but not more than one-half of this tolerance, or 5 percent, shall be allowed for defects causing serious damage, including therein not more than two-fifths of this latter amount, or 2 percent, for strawberries affected by decay.

(2) *For off-size.* Not more than 5 percent for strawberries in any lot which are below the specified minimum size.

§ 51.3116 U.S. Combination.

"U.S. Combination" consists of a combination of U.S. No. 1 and U.S. No. 2 strawberries, except for size: *Provided,* That at least 80 percent, by volume, of the strawberries meet the requirements of U.S. No. 1 grade.

(a) *Size.* Unless otherwise specified, the minimum diameter of each strawberry is not less than three-fourths inch.

(b) *Tolerances.* In order to allow for variations incident to proper grading and handling the following tolerances, by volume, are provided as specified:

BEST

(1) *For defects.* Not more than 10 percent for strawberries in any lot which are seriously damaged, including therein not more than one-fifth of this tolerance, or 2 percent, for strawberries affected by decay. No part of any tolerance shall be allowed to reduce for the lot as a whole, the percentage of U.S. No. 1 strawberries required in the combination, and individual containers (cups or baskets) may have not less than 65 percent U.S. No. 1 strawberries: *Provided*, That the entire lot averages within the required percentage.

(2) *For off-size.* Not more than 5 percent of the strawberries in any lot may be below the specified minimum size.

§ 51.3117 U.S. No. 2.

"U.S. No. 2" consists of strawberries which are free from decay and free from serious damage caused by dirt, disease, insects, mechanical or other means. Each strawberry has not less than one-half of its surface showing a pink or red color.

(a) *Size.* Unless otherwise specified, the minimum diameter of each strawberry is not less than five-eighths inch.

(b) *Tolerances.* In order to allow for variations incident to proper grading and handling the following tolerances, by volume, are provided as specified:

(1) *For defects.* Not more than 10 percent for strawberries in any lot which are seriously damaged, including therein not more than three-tenths of this tolerance, or 3 percent, for strawberries affected by decay.

(2) *For off-size.* Not more than 5 percent for strawberries in any lot which are below the specified minimum size.

UNCLASSIFIED

§ 51.3118 Unclassified.

"Unclassified" consists of strawberries which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.3119 Application of tolerances.

(a) The contents of individual packages (cups or baskets) in the lot, based on sample inspection, are subject to the following limitations:

(1) For a tolerance of 10 percent or more, individual packages (cups or baskets) in any lot shall have not more than one and one-half times the tolerance specified, except that when the package contains 25 specimens or less, individual packages shall have not more than double the tolerance specified: *Provided*, That the averages for the entire lot are within the tolerance specified for the grade.

(2) For a tolerance of less than 10 percent, individual packages (cups or baskets) in any lot shall have not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any package: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade.

DEFINITIONS

§ 51.3120 Overripe.

"Overripe" means dead ripe, becoming soft, a condition unfit for shipment and necessitating immediate consumption.

§ 51.3121 Undeveloped.

"Undeveloped" means that the berry has not attained a normal shape and development due to frost injury, lack of pollination, insect injury, or other causes. "Button" berries are the most common type of this condition.

§ 51.3122 Damage.

"Damage" means any defect or any combination of defects, which materially detracts from the appearance, or the edible or shipping quality of the strawberries.

§ 51.3123 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance, or the edible or shipping quality of the strawberries. The following specific defects shall be considered as serious damage:

(a) Soft berries;

(b) Badly deformed berries;

(c) Badly bruised berries;

(d) Decayed or leaky berries;

(e) Berries badly caked with dirt; and,

(f) Berries with less than one-half of surface showing pink or red color.

§ 51.3124 Diameter.

"Diameter" means the greatest dimension measured at right angles to a straight line running from the stem to the apex.

Subpart—United States Standards for Grades of Nectarines [1]

Source: 31 FR 6243, Apr. 23, 1966, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3145 U.S. Fancy.

"U.S. Fancy" consists of nectarines of one variety which are mature but not soft or overripe, which are well formed, clean, and free from decay, broken skins which are not healed, worms, worm holes, and free from injury caused by bruises, growth cracks, hail, sunburn, sprayburn, scab, bacterial spot, scale, split pit, scars, russeting, other disease, insects, or mechanical or other means.

(a) In the case of the John Rivers variety each nectarine shall show some blushed or red color. In the case of other varieties each nectarine shall have not less than one-third of its surface showing red color characteristic of the variety. (See § 51.3150.)

§ 51.3146 U.S. Extra No. 1.

"U.S. Extra No. 1" consists of nectarines of one variety which are mature but not soft or overripe, which are well formed, clean, and free from decay, broken skins which are not healed, worms, worm holes and free from injury caused by split pit and free from damage caused by bruises, growth cracks, hail, sunburn, sprayburn, scab, bacterial spot, scale, scars, russeting, other disease, insects or mechanical or other means.

(a) In the case of John Rivers variety at least 50 percent of the nectarines in any lot shall show some blushed or red color. In the case of other varieties at least 75 percent of the nectarines in any lot shall show some blushed or red color including therein at least 50 percent of the nectarines with not less than one-third of the fruit surface showing red color characteristic of the variety. (See § 51.3150.)

§ 51.3147 U.S. No. 1.

"U.S. No. 1" consists of nectarines of one variety which are mature but not soft or overripe, which are well formed, clean, and free from decay, broken skins which are not healed, worms, worm holes, and free from injury caused by split pit and free from damage caused by bruises, growth cracks, hail, sunburn, sprayburn, scab, bacterial spot, scale, scars, russeting, other disease, insects, or mechanical or other means.

(a) At least 75 percent of the nectarines in any lot shall show some blushed or red color, except that there are no color requirements for nectarines of the John Rivers variety in this grade. (See § 51.3150.)

§ 51.3148 U.S. No. 2.

"U.S. No. 2" consists of nectarines of one variety which are mature but not soft or overripe, which are not badly misshapen, which are clean and free from decay, broken skins which are not healed, worms, worm holes, and free from serious damage caused by bruises, growth cracks, hail, sunburn, sprayburn, scab, bacterial spot, scale, split pit, scars, russeting, other disease, insects, or mechanical or other means.

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

(a) There are no color requirements for nectarines in this grade. (See § 51.3150.)

UNCLASSIFIED

§ 51.3149 Unclassified.

"Unclassified" consists of nectarines which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.3150 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by count, are provided as specified:

(a) *U.S. Fancy, U.S. Extra No. 1, and U.S. No. 1 grades*—(1) *For defects at shipping point.*[2] 8 percent for nectarines which fail to meet the requirements of the specified grade: *Provided*, That included in this amount not more than 4 percent shall be allowed for defects causing serious damage, including in this latter amount not more than one-half of 1 percent for nectarines which are affected by decay.

(2) *For defects en route or at destination.* 12 percent for nectarines which fail to meet the requirements of the specified grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 8 percent for permanent defects;

(ii) 6 percent for defects causing serious damage, including therein not more than 4 percent for serious damage by permanent defects and not more than 2 percent for decay.

(3) *For color*—(i) *U.S. Fancy grade.* 10 percent for nectarines in any lot which fail to meet the requirements of the grade.

(ii) *U.S. Extra No. 1 grade and U.S. No. 1 grade.* Individual containers may contain not more than 10 percentage points less than the required percentage of nectarines showing the amount of color specified for the respective grade: *Provided*, That the entire lot averages not less than the required percentage of nectarines showing the specified color for the grade.

(b) *U.S. No. 2 grade*—(1) *For defects at shipping point.*[2] 8 percent for nectarines which fail to meet the requirements of the grade: *Provided*, That included in this amount not more than 4 percent shall be allowed for sunscald, decay, or serious damage by insects or heat injury, including in this latter amount not more than one-half of 1 percent for nectarines which are affected by decay.

(2) *For defects en route or at destination.* 12 percent for nectarines which fail to meet the requirements of the grade: *Provided*, That included in this amount not more than the following percentages shall be allowed for defects listed:

(i) 8 percent for permanent defects including therein not more than 4 percent for sunscald, or serious damage by insects or heat injury; and

(ii) 2 percent for decay.

APPLICATION OF TOLERANCES

§ 51.3151 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations:

(a) A package may contain not more than double any specified tolerance except that at least two defective specimens may be permitted in any package: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade.

STANDARD PACK

§ 51.3152 Standard pack.

(a) Nectarines shall be fairly uniform in size and shall be packed in boxes, lugs, crates, cartons, or baskets and arranged according to the approved and recognized methods. All such containers shall be tightly packed and well filled but the contents shall not show excessive or unnecessary bruising resulting from overfilling. The nectarines in the shown face shall be reasonably representative in size, color and quality of the contents of the container. Each wrapped fruit shall be fairly well enclosed by its individual wrapper.

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[2] Shipping point, as used in these standards, means the point of origin of the shipment in the producing area or at port of loading for ship stores or overseas shipment, or, in the case of shipments from outside the continental United States, the port of entry into the United States.

(b) When packed in closed containers, the size shall be indicated by marking the container with the numerical count, the pack arrangement, or the minimum diameter or minimum and maximum diameters in terms of inches and not less than one-eighth fractions of inches.

(c) Boxes, lugs or cartons:

(1) Nectarines packed in containers equipped with cell compartments, cardboard fillers or molded trays shall be of the proper size for the cells, fillers, or molds in which they are packed, and the number of nectarines in the container shall correspond to the count marked on the container.

(2) In order to allow for variations incident to proper packing, when packed in other types of packs in lugs, cartons, or boxes, the number of nectarines in the container may vary not more than two from the number marked on the container.

(d) Four-basket crates:

(1) The size of nectarines packed in four-basket crates shall be indicated as follows: 3 × 4, 3—4 × 4, 3—4 × 5, 4 × 4, etc., in accordance with the arrangement in the top layer of the basket. These packs shall not be more than three layers deep.

(2) The arrangement of the bottom layer shall be one row less one way, and may be one row less each way, than the arrangement of the top layer. The arrangement of the middle layer may be the same as the top layer or may be one row less one way than the arrangement of the top layer. Straight, offset, and diagonal packs in the layers are permitted.

(e) Baskets: Nectarines packed in U.S. standard half-bushel baskets shall be ring faced and tightly packed with sufficient bulge to prevent any appreciable movement of the nectarines within the baskets when lidded.

(f) "Fairly uniform in size" means that when the average diameter of nectarines in any container is 2 inches or smaller not more than 5 percent, by count, of the nectarines in the container shall be outside a diameter range of one-fourth inch; when the average diameter of nectarines in any container is over 2 inches not more than 5 percent, by count, of the nectarines in the container shall be outside a diameter range of three-eighths inch.

(g) Minimum size: When size is indicated in terms of minimum diameter not more than 5 percent, by count, of the fruit in any container may be smaller than the size marked.

(h) "Diameter" means the greatest dimension measured at right angles to a line from stem to blossom end of the fruit.

(i) *Tolerances.* In order to allow for variations incident to proper sizing and packing, not more than 10 percent, by count, of the containers in any lot may fail to meet the requirements for standard pack.

DEFINITIONS

§ 51.3153 Mature.

"Mature" means that the nectarine has reached the stage of growth which will insure a proper completion of the ripening process.

§ 51.3154 Well formed.

"Well formed" means that the nectarine has the shape characteristic of the variety and that bumps or other roughness do not materially detract from the appearance.

§ 51.3155 Clean.

"Clean" means that the fruit is practically free from dirt and other foreign material.

§ 51.3156 Injury.

"Injury" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which more than slightly detracts from the appearance, or the edible or marketing quality of the fruit. The following specific defects shall be considered as injury:

(a) Growth cracks:

(1) When not healed;

(2) When more than one in number;

(3) When more than one-eighth inch in depth; or,

(4) When more than one-eighth inch in length.

(b) Heat injury, sprayburn or sunburn when the normal color of the skin or flesh is more than slightly changed, or when any indentation is present;

(c) Scab or bacterial spot when cracked, or when the aggregate area exceeds that of a circle one-eighth inch in diameter on a fruit 2 inches in diameter or 4 × 4 size, or smaller; or when the aggregate area exceeds that of a circle one-fourth inch in diameter on a fruit larger than 2 inches in diameter or 4 × 4 size;

(d) Scale or scale marks when more than one large scale or scale mark or when more than three scales or scale marks of any size are present;

(e) Split pit when causing any unhealed crack, or when healed and aggregating more than one-fourth inch in length, or when affecting the shape to the extent that the fruit is not well formed;

(f) Drought spots or external gum spots which have an aggregate area exceeding that of a circle one-eighth inch in diameter;

(g) Scars, including those caused by hail, when the surface of the fruit is depressed more than one-sixteenth inch or when not light in color, or when not smooth, or when exceeding any of the following aggregate areas, or a combination of two or more types of scars the seriousness of which exceeds the maximum allowed for any one type:

(1) Light colored, smooth scars when the area exceeds that of a circle one-fourth inch in diameter on a fruit 2 inches in diameter or 4 × 4 size, or smaller; or when the area exceeds that of a circle one-half inch in diameter on a fruit larger than 2 inches in diameter or 4 × 4 size;

(2) Twig or limb scratches which are not well healed or which have an aggregate length of more than one-fourth inch; and

(h) Russeting which exceeds any of the following aggregate areas of any one type of russeting, or a combination of two or more types of russeting the seriousness of which exceeds the maximum allowed for any one type:

(1) Rough or slightly rough russeting when the area exceeds that of a circle one-eighth inch in diameter on a fruit 2 inches in diameter or 4 × 4 size, or smaller; or when the area exceeds that of a circle one-fourth inch in diameter on a fruit larger than 2 inches in diameter or 4 × 4 size;

(2) Fairly smooth or smooth russeting or staining when the area exceeds 10 percent of the fruit surface: *Provided*, That speckling characteristic of certain varieties shall not be considered as russeting or discoloration.

§ 51.3157 **Damage.**

"Damage" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the fruit. The following specific defects shall be considered as damage:

(a) Growth cracks:

(1) When not healed;

(2) When more than one in number;

(3) When more than one-eighth inch in depth;

(4) When more than three-eighths inch in length if within the stem cavity; or,

(5) When more than one-fourth inch in length if outside of the stem cavity;

(b) Heat injury, sprayburn or sunburn:

(1) When the skin is blistered, cracked, or decidedly flattened;

(2) When the normal color of the skin or flesh has materially changed;

(3) When there is more than one indentation; or,

(4) When an indentation exceeds three-sixteenths inch in diameter;

(c) Scab or bacterial spot when cracked, or when the aggregate area exceeds that of a circle one-fourth inch in diameter on a fruit 2 inches in diameter or 4 × 4 size, or smaller; or when the aggregate area exceeds that of a circle three-eighths inch in diameter on a fruit larger than 2 inches in diameter or 4 × 4 size;

(d) Scale or scale marks when the aggregate area exceeds that of a circle one-fourth inch in diameter;

(e) Drought spots or external gum spots which have an aggregate area exceeding that of a circle one-fourth inch in diameter;

(f) Scars, including those caused by hail, when the surface of the fruit is depressed more than one-sixteenth inch, or when exceeding any of the following aggregate areas, or a combination of two or more types of scars the seriousness of which exceeds the maximum allowed for any one type:

(1) Dark or rough scars when the area exceeds that of a circle one-fourth inch in diameter on a fruit 2 inches in diameter or 4 × 4 size, or smaller; or when the aggregate area exceeds that of a circle three-eighths inch in diameter on a fruit larger than 2 inches in diameter or 4 × 4 size;

(2) Fairly light colored, fairly smooth scars when the area exceeds that of a circle one-half inch in diameter on a fruit 2 inches in diameter or 4 × 4 size, or smaller; or when the area exceeds that of a circle five-eighths inch in diameter on a fruit larger than 2 inches in diameter or 4 × 4 size;

(3) Light colored, smooth scars when the area exceeds that of a circle three-fourths inch in diameter on a fruit 2 inches in diameter or 4 × 4 size, or smaller; or when the area exceeds that of a circle seven-eighths inch in diameter on a fruit larger than 2 inches in diameter or 4 × 4 size;

(4) Twig or limb scratches which are not well healed or which have an aggregate length of more than one-half inch; and

(g) Russeting which exceeds any of the following aggregate areas of any one type of russeting, or a combination of two or more types of russeting the seriousness of which exceeds the maximum allowed for any one type:

(1) Rough russeting when the area exceeds that of a circle one-fourth inch in diameter on a fruit 2 inches in diameter or 4 x 4 size, or smaller; or when the area exceeds that of a circle one-half inch in diameter on a fruit larger than 2 inches in diameter or 4 x 4 size;

(2) Slightly rough russeting when the area exceeds that of a circle five-eighths inch in diameter on a fruit 2 inches in diameter or 4 x 4 size, or smaller; or when the area exceeds that of a circle three-fourths inch in diameter on a fruit larger than 2 inches in diameter or 4 x 4 size;

(3) Fairly smooth or smooth russeting when the area exceeds 25 percent of the fruit surface of Freedom, Early LeGrand, and Quetta varieties and 15 percent of the fruit surface of other varieties: *Provided*, That discoloration occurring as yellow to brown staining of the skin shall not be considered as russeting and shall be considered as causing damage only when materially detracting from the appearance of the nectarine, and that speckling characteristic of certain varieties shall not be considered as russeting or discoloration.

§ 51.3158 Badly misshapen.

"Badly misshapen" means that the nectarine is so decidedly deformed that its appearance is seriously affected.

§ 51.3159 Serious damage.

"Serious damage" means any specific defect defined in this section, or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which seriously detracts from the appearance or the edible or marketing quality of the fruit. The following specific defects shall be considered as serious damage:

(a) Growth cracks:

(1) When not healed and more than one-eighth inch in length or depth;

(2) When healed and more than three-sixteenths inch in depth;

(3) When healed and aggregating more than five-eighths inch in length if within the stem cavity; or,

(4) When healed and aggregating more than one-half inch in length if outside of the stem cavity;

(b) Heat injury, sprayburn or sunburn:

(1) When the skin is blistered, cracked, or decidedly flattened;

(2) When causing any dark discoloration of the flesh;

(3) When there are more than two indentations;

(4) When the aggregate area of indentations exceeds that of a circle three-eighths inch in diameter; or,

(5) When causing noticeable brownish or darker discoloration over more than one-fourth of the fruit surface;

(c) Scab or bacterial spot when the aggregate area exceeds that of a circle one-half inch in diameter on a fruit 2 inches in diameter or 4 x 4 size, or smaller; or when the aggregate area exceeds that of a circle three-fourths inch in diameter on a fruit larger than 2 inches in diameter or 4 x 4 size;

(d) Scale or scale marks when the aggregate area exceeds that of a circle three-eignths inch in diameter;

(e) Split pit when causing any unhealed crack or when healed and aggregating more than three-eighths inch in length, or when affecting the shape to the extent that the fruit is badly misshapen;

(f) Drought spots or external gum spots which have an aggregate area exceeding that of a circle one-half inch in diameter;

(g) Scars, including those caused by hail, when the surface of the fruit is depressed more than three-sixteenths inch, or when exceeding any of the following aggregate areas, or a combination of two or more types of scars the seriousness of which exceeds the maximum allowed for any one type:

(1) Dark or rough scars when the area exceeds that of a circle three-fourths inch in diameter on a fruit 2 inches in diameter or 4 x 4 size, or smaller; or when the area exceeds that of a circle one inch in diameter on fruit larger than 2 inches in diameter or 4 x 4 size;

(2) Scars which are not dark or rough when the area exceeds one-fourth of the fruit surface,

(h) Russeting which exceeds any of the following aggregate areas of any one type of russeting, or a combination of two or more types of russeting the seriousness of which exceeds the maximum allowed for any one type:

(1) Rough or slightly rough russeting when the area exceeds 10 percent of the fruit surface; or

(2) Fairly smooth or smooth russeting when the area exceeds 50 percent of the fruit surface: *Provided*, That discoloration occurring as yellow to brown staining of the skin shall not be considered russeting and shall be considered as causing serious damage only when seriously detracting from the appearance of the nectarine, and that speckling characteristic of certain varieties shall not be considered as russeting or discoloration.

(i) Soft or overripe nectarines;

(j) Nectarines affected by decay;

(k) Unhealed broken skins except those associated with growth cracks; and,

(l) Wormy fruit or worm holes.

METRIC CONVERSION TABLE

§ 51.3160 Metric conversion table.

Inches	Millimeters (mm)
⅛ equals	3.2
¼ equals	6.4
⅜ equals	9.5
½ equals	12.7
⅝ equals	15.9
¾ equals	19.1
⅞ equals	22.2
1 equals	25.4
1¼ equals	31.8
1½ equals	38.1
1¾ equals	44.5
2 equals	50.8
3 equals	76.2
4 equals	101.6

Subpart—United States Consumer Standards for Beet Greens

SOURCE: 23 FR 8415, Oct. 31, 1958, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981

GENERAL

§ 51.3170 General.

The standards contained in this subpart are applicable to beet greens consisting of either plants (with or without attached roots) or cut leaves, but they shall not be applicable to a mixture of plants and cut leaves in the same container. The standards apply only to the common red-rooted table varieties of beets (Beta vulgaris) but not to mangel wurzel varieties primarily grown for stock feed, or to sugar beets (Beta vulgaris var. saccarifera).

GRADES

§ 51.3171 U.S. Grade A.

"U.S. Grade A" consists of washed beet greens of similar varietal characteristics which are fresh, clean, fairly tender, well trimmed, and free from other kinds of leaves, weeds, grass or other foreign material, and decay; which are free from damage caused by discoloration, freezing, disease, insects or mechanical or other means; and which are not infested by insects, larvae, or worms.

(a) In the case of beet greens with roots attached, the roots shall be free from damage by any cause and the maximum diameter of the root shall not be larger than five-eighths inch.

(b) The leaf blades of beet greens shall not be longer than six and one-half inches.

(c) Incident to proper grading and handling, the following tolerances shall be permitted in any lot (see § 51.3173):

(1) *For over-size roots.* 5 percent for beet greens with roots in any lot which are larger than five-eighths inch in diameter;

(2) *For over-size leaf blades.* 3 percent for beet leaves in any lot which are longer than six and one-half inches;

(3) *For small pieces.* 3 percent for pieces of beet leaf blades in any lot which are smaller than a circle three-fourths inch in diameter;

(4) *For mixtures of whole plants, clusters and leaves.* Not more than 10 percent of the beet greens may consist of cut leaves in a lot consisting of plants and not more than 3 percent of the beet greens may consist of whole plants and clusters in a lot consisting of cut leaves;

(5) *For leaves other than beet leaves, weeds, grass or other foreign material.* Not more than 3 pieces in a one-pound sample; and,

(6) *For other defects.* Not more than a total of 5 percent, but not more than two-fifths of this tolerance, or 2 percent, shall be allowed for defects causing serious damage, including therein not more than one percent for decay.

OFF-GRADE

§ 51.3172 Off-grade.

"Off-grade" consists of beet greens which fail to meet the requirements of the foregoing grade.

BASIS FOR CALCULATING PERCENTAGES

§ 51.3173 Basis for calculating percentages.

Percentages shall be calculated on the basis of weight or an equivalent basis, except that the amount of leaves other than beet leaves, blades of grass, weeds or other foreign material shall be calculated on the basis of count, using one pound of beet greens as the sample. In inspecting the sample, the unit shall be the plant or leaf exactly as it occurs in the sample. A plant or portion of plant shall not be broken to remove the defective portion, but shall be considered as a unit.

DEFINITIONS

§ 51.3174 Similar varietal characteristics.

"Similar varietal characteristics" means that the beet greens in any container are similar in color and type.

§ 51.3175 Fresh.

"Fresh" means that the greens are not more than slightly wilted.

§ 51.3176 Clean.

"Clean" means that the beet greens do not show more than a trace of grit, sand, dirt, silt, muck or other similar water insoluble, inorganic material.

§ 51.3177 Fairly tender.

"Fairly tender" means that the beet greens are not tough, or excessively fibrous.

§ 51.3178 Well trimmed.

"Well trimmed" in the case of cut leaf beet greens means that the length of leaf stem or petiole is not more than the length of the leaf blade and that the overall length of the leaf including blade and petiole is not more than 11 inches.

§ 51.3179 Whole plant.

"Whole plant" means a single beet plant having all its component parts—root, petioles, and leaf blades.

§ 51.3180 Clusters.

"Clusters" means that there are more than 3 leaves attached, except that clusters of heart leaves with any number of leaves shall not be considered as a cluster: *Provided*, That the length of the longest leaf in the cluster is not over 3 inches.

§ 51.3181 Damage.

"Damage" means any defect which materially affects the appearance, or the edible or shipping quality of the individual leaf, or plant, or the general appearance of the beet greens in the container. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Discoloration when the appearance of the individual leaf or plant is materially affected by yellowing, spotting, or any other type of discoloration, except that leaves showing a reddish color, often caused by cold weather, shall not be considered as damaged by discoloration. Plants which have small dried, withered, or slightly yellowed leaves at the base of the plant shall not be considered as damaged by discoloration unless the general appearance of the plant or of the plants in the container is materially affected; and,

(b) Mechanical damage when the individual leaf is badly crushed, torn or broken.

§ 51.3182 Diameter.

"Diameter" means the greatest dimension of the root measured at right angles to a line from the center of the crown to the base of the root.

§ 51.3183 Serious damage.

"Serious damage" means any defect which seriously affects the appearance, or the edible or shipping quality of the individual beet leaf, or plant, or the general appearance of the beet greens in the container. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Discoloration when the individual leaf, or plant is badly discolored;

(b) Insects when the individual leaf or plant is mutilated by feeding or other means to the extent that the appearance or edibility is affected; and,

(c) Decay.

Subpart—United States Standards for Bermuda-Granex-Grano Type Onions

SOURCE: 24 FR 8962, Nov. 4, 1959; 27 FR 1208, Feb. 9, 1962, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

§ 51.3195 U.S. No. 1.

"U.S. No. 1" consists of onions of similar varietal characteristics which are mature, fairly well shaped and free from decay, wet sunscald, doubles and bottlenecks and free from damage caused by seedstems, splits, moisture, roots, dry sunscald, sunburn, sprouting, staining, dirt or other foreign material, disease, insects or mechanical or other means. (See § 51.3199.)

(a) In order to allow for variations, other than size, incident to proper grading and handling, not more than 10 percent, by weight, of the onions in any lot may fail to meet the requirements of the grade, including therein not more than 2 percent for onions which are affected by decay or wet sunscald.

§ 51.3196 U.S. Combination.

"U.S. Combination" consists of a combination of U.S. No. 1 and U.S. No. 2 onions: *Provided*, That at least 50 percent, by weight, of the onions in each lot meet the requirements of U.S. No. 1 grade. (See § 51.3199.)

(a) In order to allow for variations, other than size, incident to proper grading and handling, not more than a total of 10 percent, by weight, of the onions in any lot may fail to meet the requirements of the U.S. No. 2 grade, but not more than one-fifth of this amount, or 2 percent, shall be allowed for onions which are affected by decay or wet sunscald.

(b) Individual containers may have not more than 10 percentage points less than the percentage of U.S. No. 1 quality specified: *Provided*, That the entire lot averages within the percentage specified.

§ 51.3197 U.S. No. 2.

"U.S. No. 2" consists of onions of similar varietal characteristics which are not soft or spongy and which are free from decay, wet sunscald and bottlenecks and free from serious damage caused by seedstems, dry sunscald, sprouting, staining, dirt or other foreign material, disease, insects or mechanical or other means. (See § 51.3199.)

(a) In order to allow for variations, other than size, incident to proper grading and handling, not more than a total of 10 percent, by weight, of the onions in any lot may fail to meet the requirements of the grade, including therein not more than 2 percent for onions which are affected by decay or wet sunscald.

UNCLASSIFIED

§ 51.3198 Unclassified.

"Unclassified" consists of onions which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

SIZE

§ 51.3199 Size.

(a) Size shall be specified in connection with the grade in terms of minimum diameter, range in diameter, minimum diameter with a percentage of a certain size or larger, or in accordance with one of the size classifications listed below: Provided, That, unless otherwise specified, onions shall not be less than 1½ inches in diameter, with 60 percent or more 2 inches or larger in diameter.

(1) "Small" shall be from 1 to 2¼ inches in diameter;

(2) "Repacker" or "Prepacker" shall be from 1¾ to 3 inches in diameter, with 60 percent or more 2 inches or larger in diameter;

(3) "Medium" shall be from 2 to 3½ inches in diameter; and,

(4) "Large" or "Jumbo" shall be 3 inches or larger in diameter.

(b) Tolerances for size: In order to allow for variations incident to proper sizing, not more than 5 percent, by weight, of the onions in any lot may be smaller than the minimum diameter specified. In addition, not more than 10 percent, by weight, of the onions in any lot may be larger than the maximum diameter specified. When a percentage of the onions is specified to be of a certain size and larger, individual packages containing more than 10 pounds may have not less than one-half of the percentage specified: *Provided*, That the entire lot averages within the percentage specified.

[24 FR 8962, Nov. 4, 1959; 27 FR 1208, Feb. 9, 1962; redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981; 50 FR 7022, Feb. 20, 1985]

APPLICATION OF TOLERANCES

§ 51.3200 Application of tolerances.

(a) The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade:

(1) For packages which contain more than 10 pounds and a tolerance of 10 percent or more is provided, individual packages in any lot shall have not more than one and one-half times the tolerance specified. For packages which contain more than 10 pounds and a tolerance of less than 10 percent is provided, individual packages in any lot shall have not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any package; and,

(2) For packages which contain 10 pounds or less, individual packages in any lot are not restricted as to the percentage of defects or off-size: *Provided*, That not more than one-tenth of the packages may have more than one

onion or more than 4 percent of the onions (whichever is the larger amount) affected by decay or wet sunscald.

DEFINITIONS

§ 51.3201 Similar varietal characteristics.

"Similar varietal characteristics" means that the onions in any container are similar in color, shape and character of growth.

§ 51.3202 Mature.

"Mature" means that the onion is fairly well cured, and at least fairly firm.

§ 51.3203 Fairly well shaped.

"Fairly well shaped" means that the onion shows the characteristic shape, not appreciably three-, four- or five-sided, thick necked or badly pinched.

§ 51.3204 Wet sunscald.

"Wet sunscald" means any sunscald which is soft, mushy or wet.

§ 51.3205 Doubles.

"Doubles" means onions which have developed more than one distinct bulb joined only at the base.

§ 51.3206 Bottlenecks.

"Bottlenecks" means onions which have abnormally thick necks with only fairly well developed bulbs.

§ 51.3207 Damage.

"Damage", unless otherwise specifically defined in this section, means any defect which materially affects the appearance, or the edible or shipping quality of the onions. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Seedstems which are tough or woody, or which are more than one-fourth inch in diameter;

(b) Splits when well cured onions are not practically covered by an outer scale;

(c) Dry sunscald when the injury is more than slight and is readily apparent without peeling the onion;

(d) Sunburn when dark green in color and affecting an area equivalent to that of a circle 1 inch in diameter on an onion 2¾ inches in diameter or correspondingly smaller or larger areas on smaller or larger onions, or when medium to light green in color and affecting more than 10 percent of the surface of the onion;

(e) Sprouting when any sprout is visible, or when concealed within the neck scales and are more than three-fourths inch in length;

(f) Staining, dirt or other foreign material when the onions in any lot are affected in appearance to a more serious degree than of a lot of yellow onions having 15 percent appreciably stained and 5 percent badly stained, or a lot of white onions having 10 percent appreciably stained and 5 percent badly stained:

(1) "Appreciably stained" means that there is sufficient staining or discoloration caused by weathering or other means to materially affect the appearance of the individual onion; and.

(2) "Badly stained" means that there is sufficient staining caused by weathering or other means to seriously affect the appearance of the individual onion; and,

(g) Mechanical when any cut extends deeper than one fleshy scale, or when any bruise breaks a fleshy scale.

§ 51.3208 Serious damage.

"Serious damage", unless otherwise specifically defined in this section, means any defect which seriously affects the appearance, or the edible or shipping quality of the onions. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Seedstems when more than one-half inch in diameter;

(b) Dry sunscald when extending deeper than one fleshy scale, or when affecting an area equivalent to that of a circle 1 inch in diameter on an onion 2¾ inches in diameter, or correspondingly lesser or greater areas on smaller or larger onions;

(c) Sprouting when any visible sprout is more than one-half inch in length;

(d) Staining, dirt or other foreign material when the onions in any lot are affected in appearance to a more serious degree than that of a lot of onions having 25 percent badly stained:

(1) "Badly stained" means that there is sufficient staining caused by weathering or other means to seriously affect the appearance of the individual onion; and,

(e) Mechanical when any cut extends deeper than two fleshy scales, or when cuts seriously damage the appearance of the onion.

§ 51.3209 Diameter.

"Diameter" means the greatest dimension of the onion at right angles to a line running from the stem to the root.

Subpart—United States Standards for Cauliflower for Processing

SOURCE: 24 FR 6238, Aug. 4, 1959, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADE

§ 51.3220 U.S. No. 1.

"U.S. No. 1" consists of cauliflower which is fresh, compact, which has good characteristic color and is free from jacket leaves, stalks and other cull material, soft or wet decay, and free from damage caused by discoloration, bruising, riciness, fuzziness, enlarged bracts, dirt or other foreign material, mildew or other disease, insects, freezing, hail or mechanical or other means.

(a) Unless otherwise specified, each head shall be not less than 4 inches in diameter.

CULLS

§ 51.3221 Culls.

"Culls" consist of cauliflower which fails to meet the requirements of the foregoing grade, other than for size.

BASIS OF GRADING CAULIFLOWER

§ 51.3222 Basis of grading cauliflower.

In grading cauliflower the head is cored and quartered. The defective segments are then removed from the head and classed as culls. (See § 51.3230.)

APPLICATION OF STANDARDS

§ 51.3223 Application of standards.

In the application of this grade to determine the percntage of the lot which meets the requirements of U.S. No. 1 grade, tolerances shall not apply. When a lot is required to meet U.S. No. 1 grade, the following tolerances, by weight, shall apply:

(a) *Tolerances for defects.* 10 percent for cauliflower which fails to meet the requirements of the grade, other than for size: *Provided,* That not more than one-fifth of this amount, or 2 percent, shall be allowed for cauliflower affected by soft or wet decay; and,

(b) *Tolerance for size.* Not more than 5 percent of any lot shall be allowed for heads failing to meet the specified minimum size.

DEFINITIONS

§ 51.3224 Fresh.

"Fresh" means that the head is not more than slightly wilted.

§ 51.3225 Compact.

"Compact" means that the flower clusters of the head or segments of the head are tightly united.

§ 51.3226 Characteristic color.

"Characteristic color" means that the head or segments of the head are white or creamy white.

§ 51.3227 Cull material.

"Cull material" means jacket leaves and stems removed in the proper trimming of the heads and any loose leaves or foreign material.

§ 51.3228 Damage.

"Damage", unless otherwise specifically defined in this section, means any defect which materially affects the appearance, or the processing quality of the cauliflower. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Discoloration when the cauliflower is of some abnormal color which will not change to a white or light cream color in the ordinary process of blanching;

(b) Riciness when individual bud branches have become slightly elongated and flower clusters have lost compactness to the extent that a granular or abnormally rough surface is apparent;

(c) Enlarged leaf bracts (modified ingrown leaves) when a segment has:

(1) More than 3 light green leaf bracts extending over the shoulder of the segment;

(2) One light green leaf bract extending more than half way across the segment; or,

(3) Any leaf bract darker in color than light green; and,

(d) Insects when there is more than slight infestation or when the cauliflower is blemished by feeding or other means to the extent that the appearance or processing quality is materially affected.

§ 51.3229 Diameter.

"Diameter" means the greatest dimension of the head measured at right angles to a line running from the crown to the base of the head, exclusive of the jacket leaves.

§ 51.3230 Segment.

"Segment" means one of the principal divisions of the head, consisting of a primary branch of the stem, including secondary branches and flower buds.

Subpart—United States Standards for Snap Beans for Processing

SOURCE: 24 FR 5684, July 15, 1959, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3240 U.S. No. 1.

"U.S. No. 1" consists of snap beans of similar varietal characteristics which are fresh, firm, succulent, tender, fairly well formed, free from decay, anthracnose and extraneous material, and free from damage caused by scars, rust, other disease, insects, bruises, punctures, broken ends or other means.

(a) Unless a larger diameter is specified, the maximum diameter of beans in this grade shall be less than 24/64 of an inch (maximum diameter of 4 sieve size).

(b) Unless otherwise specified, the minimum diameter of beans in this grade shall be 12/64 of an inch.

§ 51.3241 U.S. No. 2.

"U.S. No. 2" consists of snap beans of similar color and reasonably similar type which are fresh, firm, not tough or overmature, not seriously misshapen, and which are free from decay, anthracnose and extraneous material, and free from serious damage caused by scars, rust, other disease, insects, bruises, punctures, broken ends or other means.

(a) There shall be no maximum diameter in this grade.

(b) Unless otherwise specified, the minimum diameter of beans in this grade shall be 12/64 of an inch.

CULLS

§ 51.3242 Culls.

"Culls" consists of beans which do not meet the requirements of U.S. No. 2 grade.

SIZE CLASSIFICATIONS

§ 51.3243 Size classifications.

Size classifications have been established by the industry to describe different sizes of beans. If size is specified, it is recommended that one or more of the following designations be used:

Sieve size	*Diameter*
No. 1	12/64 to, but not including, 14.5/64 inch.

Sieve size	*Diameter*
No. 2	14.5/64 to, but not including, 18.5/64 inch
No. 3	18.5/64 to, but not including, 21/64 inch
No. 4	21/64 to, but not including, 24/64 inch
No. 5	24/64 to, but not including, 27/64 inch
No. 6 and larger	27/64 inch and larger

APPLICATION OF STANDARDS

§ 51.3244 Application of standards.

In determining the grade of a lot of beans, representative samples are drawn from various parts of the lot and mixed together. The composite sample or a portion thereof is sorted into U.S. No. 1 grade, U.S. No. 2 grade, culls and extraneous material, and the percentage, by weight, of each is determined. Under this system, tolerances for beans below grade or for extraneous material are not required in the standards.

DEFINITIONS

§ 51.3245 Similar varietal characteristics.

"Similar varietal characteristics" means that the beans are of the same general type and color. Wax type shall not be mixed with green type, and round, semi-flat and flat types shall not be mixed.

§ 51.3246 Fresh.

"Fresh" means that the bean is not more than slightly wilted.

§ 51.3247 Firm.

"Firm" means that the walls of the bean are reasonably solid, not puffy or spongy.

§ 51.3248 Succulent.

"Succulent" means that the flesh inside of the walls of the bean is translucent and juicy with not more than a slight trace of drying around the seed.

§ 51.3249 Tender.

"Tender" means that the bean is practically free from fiber or strings.

§ 51.3250 Fairly well formed.

"Fairly well formed" means that the bean is not more than moderately curved, crooked, twisted or tapered.

§ 51.3251 Extraneous material.

"Extraneous material" consists of bean vines and leaves, weeds, stones, sticks, loose dirt or other foreign material. All vines attached to beans shall be detached in determining the grade and included with the extraneous material.

§ 51.3252 Damage.

"Damage", unless otherwise specifically defined in this section, means any defect which materially affects the processing quality of the bean. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Scar, rust or other disease spot which will be plainly noticeable after the bean has been blanched;

(b) Bruises or punctures which are noticeably discolored, or which affect an area more than one-fourth inch in length;

(c) Broken ends when the flesh of the thick portion of the bean is exposed, or when the remaining portion of the bean is less than 2¼ inches long; and,

(d) Insect stings or scars which will be plainly noticeable after the bean has been blanched.

§ 51.3253 Diameter.

"Diameter" means thickness as determined by the width of the smallest slot through which the bean may be passed, without forcing, in any one position or series of positions.

§ 51.3254 Similar color.

"Similar color" means that the bean is of the same color type as the majority of the beans in the lot. Wax type beans in a lot of green beans shall be classed as culls, and green type beans in a lot of wax beans shall be classed as culls.

§ 51.3255 Reasonably similar type.

"Reasonably similar type" means that the beans are not distinctly different in cross-section shape. For example, round and semi-flat beans shall be considered reasonably similar; and flat and semi-flat beans shall be considered reasonably similar. Round and flat beans shall not be considered reasonably similar types.

§ 51.3256 Tough or overmature.

"Tough or overmature" means that the bean is leathery, fibrous and stringy or has dry, whitish, pithy tissue or air pockets around the seeds.

§ 51.3257 Seriously misshapen.

"Seriously misshapen" means that the bean is badly curved, crooked, twisted or tapered.

§ 51.3258 Serious damage.

"Serious damage", unless otherwise specifically defined in this section, means any defect which seriously affects the processing quality of the bean. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Scars, rust or disease spots which are very dark colored or very unsightly, or which are moderately dark and moderately unsightly and affect more than one-fourth the length of the bean;

(b) Bruises or punctures which are badly discolored, or which affect an area more than three-fourths inch in length;

(c) Broken ends which expose the flesh of the thick portion of the bean when both ends are broken, or when one end is broken and the exposed flesh is distinctly discolored, or when the remaining portion of the bean is less than 2¼ inches long; and,

(d) Insects which are present inside the bean, or any insect hole penetrating the wall of the bean, or very unsightly insect stings or scars.

Subpart—United States Standards for Sweet Peppers

SOURCE: 25 FR 2879, Apr. 6, 1960, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3270 U.S. Fancy.

"U.S. Fancy" consists of mature green sweet peppers of similar varietal characteristics which are firm, well shaped, and free from sunscald, freezing injury, decay, and from injury caused by scars, hail, sunburn, disease, insects, mechanical or other means.

(a) *Size.* The diameter of each pepper shall be not less than 3 inches and the length of each pepper shall be not less than 3½ inches.

(b) *Color.* Any lot of peppers which meets all the requirements of this grade, except those relating to color, may be designated as "U.S. Fancy Red" if at least 90 percent of the peppers show any amount of a shade of red color, or as "U.S. Fancy Mixed Color" if the peppers fail to meet the color requirements of either "U.S. Fancy" or "U.S. Fancy Red" (see Tolerances, § 51.3274).

§ 51.3271 U.S. No. 1.

"U.S. No. 1" consists of mature green sweet peppers of similar varietal characteristics which are firm, fairly well shaped, and free from sunscald and decay, and free from damage caused by freezing injury, hail, scars, sunburn, disease, insects, mechanical or other means.

(a) *Size.* Unless otherwise specified, the diameter of each pepper shall be not less than 2½ inches and the length of each pepper shall be not less than 2½ inches.

(b) *Color.* Any lot of peppers which meets all the requirements of this grade, except those relating to color, may be designated as "U.S. No. 1 Red" if at least 90 percent of the peppers show any amount of a shade of red color, or as "U.S. No. 1 Mixed Color" if the peppers fail to meet the color requirements of either "U.S. No. 1" or "U.S. No. 1 Red" (see Tolerances, § 51.3274).

§ 51.3272 U.S. No. 2.

"U.S. No. 2" consists of mature green sweet peppers of similar varietal characteristics which are firm, not seriously misshapen, and free from sunscald and decay, and free from serious damage caused by freezing injury, hail, scars, sunburn, disease, insects, mechanical or other means.

(a) *Color.* Any lot of peppers which meets all the requirements of this grade, except those relating to color, may be designated as "U.S. No. 2 Red" if at least 90 percent of the peppers show any amount of a shade of red color, or as "U.S. No. 2 Mixed Color" if the peppers fail to meet the color requirements of either "U.S. No. 2" or "U.S. No. 2 Red" (see Tolerances, § 51.3274).

UNCLASSIFIED

§ 51.3273 Unclassified.

"Unclassified" consists of sweet peppers which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.3274 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by count, are provided as specified:

(a) *U.S. Fancy and U.S. No. 1 grades*—(1) *For defects.* Not more than a total of 10 percent of the peppers in any lot may fail to meet the requirements of these grades, but not more than one-half of this amount, or 5 percent, shall be allowed for peppers which are seriously damaged, including therein not more than 2 percent for peppers affected by decay; and,

(2) *For off-size.* Not more than 10 percent of the peppers in any lot may fail to meet the size specifications.

(b) *U.S. No. 2 grade*—(1) *For defects.* Not more than a total of 10 percent of the peppers in any lot may fail to meet the requirements of this grade, but not more than one-half of this amount, or 5 percent, shall be allowed for peppers affected by sunscald, including therein not more than 2 percent for peppers affected by decay.

APPLICATION OF TOLERANCES

§ 51.3275 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade:

(a) For packages which contain more than 20 peppers, and a tolerance of 10 percent or more is provided, individual packages in any lot shall have not more than one and one-half times the tolerance specified.

(b) For packages which contain more than 20 peppers and a tolerance of less than 10 percent is provided, and for packages which contain 20 peppers or less, individual packages in any lot shall have not more than double the tolerance specified, except that at least 1 defective and 1 off-size pepper may be permitted in any package.

[28 FR 12117, Nov. 14, 1963. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981]

DEFINITIONS

§ 51.3276 Mature green.

"Mature green" means that the pepper has reached the stage of development that will withstand normal handling and shipping.

§ 51.3277 Similar varietal characteristics.

"Similar varietal characteristics" means that each pepper is of the same general type. For example, thin walled types and thick walled types shall not be mixed.

§ 51.3278 Firm.

"Firm" means that the pepper is not soft, shriveled, limp or pliable, although it may yield to slight pressure.

§ 51.3279 Well shaped.

"Well shaped" means that the pepper is not more than slightly curved, slightly indented or not otherwise more than slightly misshapen.

§ 51.3280 Injury.

"Injury", unless otherwise specifically defined in this section, means any defect which more than slightly detracts from the appearance, or the edible or shipping quality of the pepper. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as injury:

(a) Scars when scattered over the surface and aggregating more than the area of a circle five-eighths inch in diameter or one scar three-eighths inch in diameter on a pepper 3½ inches in length and 3 inches in diameter, or correspondingly greater areas of scars on larger peppers;

(b) Sunburn when causing discoloration which affects an aggregate area exceeding 5 percent of the surface of the pepper;

(c) Bacterial Spot when aggregating more than the area of a circle five-eighths inch in diameter on a pepper 3½ inches in length and 3 inches in diameter, or correspondingly greater areas of spots on larger peppers; and,

(d) Hail or similar injury when the skin is healed and the affected areas aggregate more than the equivalent of a circle three-eighths inch in diameter on a pepper 3½ inches in length and 3 inches in diameter, or correspondingly greater areas of injury on larger peppers.

§ 51.3281 Fairly well shaped.

"Fairly well shaped" means that the pepper may be more than slightly indented or curved, but is not of the type commonly known as "button" or is not decidedly crooked, constricted or deformed.

§ 51.3282 Damage.

"Damage", unless otherwise specifically defined in this section, means any defect which materially detracts from the appearance, or the edible or shipping quality of the pepper. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Scars when scattered over the surface and aggregating more than the area of a circle five-eighths inch in diameter or one scar three-eighths inch in diameter on a pepper 2½ inches in length and 2½ inches in diameter, or correspondingly lesser or greater areas of scars on smaller or larger peppers;

(b) Sunburn when causing discoloration which affects an aggregate area exceeding 15 percent of the surface of the pepper;

(c) Bacterial Spot when aggregating more than the area of a circle five-eighths inch in diameter on a pepper 2½ inches in length and 2½ inches in diameter, or correspondingly lesser or greater areas of spots on smaller or larger peppers; and,

(d) Hail or similar injury when the skin is healed and the affected areas aggregate more than the equivalent of a circle three-eighths inch in diameter on a pepper 2½ inches in length and 2½ inches in diameter, or correspondingly lesser or greater areas of injury on smaller or larger peppers.

§ 51.3283 Not seriously misshapen.

"Not seriously misshapen" means that the pepper is not badly indented, crooked, constricted or otherwise badly deformed.

§ 51.3284 Serious damage.

"Serious damage", unless otherwise specifically defined in this section, means any defect which seriously detracts from the appearance or the edible or shipping quality of the pepper. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Sunscald;

(b) Any opening or puncture through the fleshy wall of the pepper;

(c) Scars when scattered over the surface and aggregating more than the area of a circle 1 inch in diameter or one scar three-fourths inch in diameter on a pepper 2½ inches in length and 2½ inches in diameter, or correspondingly lesser or greater areas of scars on smaller or larger peppers;

(d) Sunburn when causing discoloration which affects an aggregate area exceeding 25 percent of the surface of the pepper; and,

(e) Bacterial Spot when aggregating more than the area of a circle 1 inch in diameter on a pepper 2½ inches in length and 2½ inches in diameter, or correspondingly lesser or greater areas of spots on smaller or larger peppers.

§ 51.3285 Diameter.

"Diameter" means the greatest dimension measured at right angles to the longitudinal axis.

§ 51.3286 Length.

"Length" means the greatest over-all length measured in a straight line parallel to the longitudinal axis, exclusive of the stem.

Subpart—United States Standards for Grades of Romaine

SOURCE: 25 FR 6236, July 2, 1960, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3295 U.S. No. 1.

"U.S. No. 1" consists of romaine plants of similar varietal characteristics which are fresh, well developed, well trimmed, and which are free from decay, and free from damage caused by seedstems, broken, bruised or discolored leaves, tipburn, wilting, foreign material, freezing, dirt, disease, insects, mechanical or other means.

UNCLASSIFIED

§ 51.3296 Unclassified.

"Unclassified" consists of romaine plants which have not been classified in accordance with the foregoing grade. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.3297 Tolerances.

In order to allow for variations incident to proper grading and handling the following tolerances, by count, are provided:

(a) 10 percent of the plants in any lot may fail to meet the requirements of the grade: *Provided*, That not more than one-half of this amount, or 5 percent, shall be allowed for serious damage, including therein not more than 2 percent for decay.

APPLICATION OF TOLERANCES

§ 51.3298 Application of tolerances.

The contents of individual packages are subject to the following limitations: *Provided*, That the averages for the entire lot are within the tolerances specified for the grade:

(a) A package shall have not more than one and one-half times a specified tolerance of 10 percent and not more than double a specified tolerance of less than 10 percent, except that at least one defective plant may be permitted in any package.

DEFINITIONS

§ 51.3299 Similar varietal characteristics.

"Similar varietal characteristics" means that the plants in any container are of the same general type.

§ 51.3300 Fresh.

"Fresh" means that the plant has normal succulence but the outermost leaves may be slightly wilted.

§ 51.3301 Well developed.

"Well developed" means that the plant shows normal growth and shape.

§ 51.3302 Well trimmed.

"Well trimmed" means that the stem is trimmed off close to the point of attachment of the outer leaves.

§ 51.3303 Damage.

"Damage" means the specific defect described in this section; any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or shipping quality of the plants.

(a) Seedstems when the length of the attached seedstem is more than one-fourth the overall plant length or when any portion of the seedstem has been removed.

§ 51.3304 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance, or the edible or shipping quality of the plant.

Subpart—United States Standards for Grade Evaluation of Tomatoes for Processing

SOURCE: 38 FR 3391, Feb. 6, 1973, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.3310 General.

(a) The standards contained in this subpart apply to an inspection procedure for determining the quality of tomatoes for processing based on two factors:

(1) Color measurement by use of an electronic colorimeter instrument or subjective visual color evaluation of individual fruit; and,

(2) *Classification of defects.* Calculation of percentages shall be on the basis of weight.

[38 FR 3391, Feb. 6, 1973. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981, and amended at 48 FR 26751, June 10, 1983]

CATEGORIES

§ 51.3311 Category A.

"Category A" consists of tomatoes which meet the following requirements:

(a) Basic requirements:

(1) Firm; and,

(2) Color:

(i) Electronic color determination shall be as specified in § 51.3317; or

(ii) Visual color analysis shall be as specified in § 51.3317.

(b) Free from:

(1) Any worm attached;

(2) Worm injury;

(3) Freezing;

(4) Stems over 1 inch in length;

(5) Mechanical damage when more than one locule is exposed or when causing a loss of more than 10 percent by weight, of the tomato;

(6) Mold or decay; and,

(7) Any other defect or combination of defects, the removal of which in the preparation for processing causes a loss of more than 10 percent, by weight, of the tomato.

[38 FR 3391, Feb. 6, 1973. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981, and amended at 48 FR 26751, June 10, 1983]

§ 51.3312 Category B.

"Category B" consists of tomatoes which meet the following requirements:

(a) Basic requirements:

(1) Fairly firm; and,

(2) Color:

(i) Electronic color determination shall be as specified in § 51.3317; or

(ii) Visual color analysis shall be as specified in § 51.3317.

(b) Free from:

(1) Any worm attached;

(2) Worm injury;

(3) Freezing;

(4) Stems over 3 inches in length;

(5) Mechanical damage when more than two locules are exposed or when causing a loss of more than 20 percent by weight, of the tomato;

(6) Mold or decay; and,

(7) Any other defect or combination of defects, the removal of which in the preparation for processing causes a loss of more than 20 percent, by weight, of the tomato.

[38 FR 3391, Feb. 6, 1973. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981, and amended at 48 FR 26751, June 10, 1983]

§ 51.3313 Category C.

"Category C" consists of tomatoes which meet the following requirements:

(a) Basic requirements:

(1) Fairly firm; and,

(2) Color:

(i) Electronic color determination shall be as specified in § 51.3317; or

(ii) Visual color analysis shall be as specified in § 51.3317.

(b) Free from:

(1) Any worm attached;

(2) Worm injury;

(3) Freezing;

(4) Stems over 3 inches in length;

(5) Anthracnose when more than two spots or aggregating more than a circle three-eighths inch in diameter; and,

(6) Other mold or decay, or a combination of other defects including mold or decay, the removal of which in the

preparation for processing causes a loss of more than 20 percent, by weight, of the individual tomato; including therein not more than 10 percent resulting from mold or decay.

[38 FR 3391, Feb. 6, 1973. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981, and amended at 48 FR 26752, June 10, 1983]

CULLS

§ 51.3314 Culls.

"Culls" are tomatoes which fail to meet the requirements of Category C and, when color evaluation is determined by means of an electronic instrument, includes tomatoes which are completely green.

[48 FR 26752, June 10, 1983]

PERCENT USABLE

§ 51.3315 Percent usable.

"Percent usable" is a calculation of total weight of tomatoes in Category A, plus 85 percent of the weight of tomatoes in Category B, plus 75 percent of the weight of tomatoes in Category C.

PERCENT WASTE

§ 51.3316 Percent waste.

"Percent waste" is a calculation of total weight of Culls, plus 15 percent of the weight of tomatoes in Category B, plus 25 percent of the weight of tomatoes in Category C.

COLOR EVALUATION

§ 51.3317 Color evaluation.

Color may be determined either by an electronic colorimeter or visually.

(a) Electonic color evaluation shall be the color value of a composite raw juice sample. The equipment used in such evaluation shall be properly calibrated, and the type of device and procedures utilized shall be specified in grower-processor contracts. The composite raw juice sample shall be extracted from tomatoes representative of the lot: Provided, that each tomato from which juice is extracted must show a definite change in surface color from green to tannish-yellow, pink, red, or a combination thereof.

(b) Visual analysis requires that each tomato be "fairly well colored" which means that at least two-thirds of the flesh of the tomato has good red color: Provided, that a tomato having flesh of a lighter shade of red shall be considered as "fairly well colored" if a sufficient amount of the flesh has a red color equivalent to that of a tomato with two-thirds good red color.

[48 FR 26752, June 10, 1983]

EXTRANEOUS MATERIAL

§ 51.3318 Extraneous material.

(a) Extraneous material is loose stems, vines, and dirt, adhering dirt, stones, trash, and other foreign material.

(b) The amount of extraneous material in any lot may be specified in connection with these standards.

DEFINITIONS

§ 51.3319 Firm.

"Firm" means that the tomato is not water-soaked to the extent that it is so soft, shriveled or puffy that it will lose more than 10 percent of its weight during the peeling or washing process.

§ 51.3320 Fairly firm.

"Fairly firm" means that the tomato is not water-soaked to the extent that it is so soft, shriveled or puffy that it will lose more than 20 percent of its weight during the peeling or washing process.

§ 51.3321 Worm injury.

"Worm injury" means any worm injury that has penetrated through the outer wall of the tomato.

§ 51.3322 Mold or decay.

"Mold or decay" means breakdown, disintegration or fermentation of the flesh of the tomato caused by bacteria or fungi.

§ 51.3323 Freezing.

"Freezing" means that the tomato is frozen or shows evidence of having been frozen.

§ 51.3324 Green.

"Green" means that the surface of the tomato is completely green in color. The shade of green color may vary from light to dark.

§ 51.3325 Mechanical damage.

"Mechanical damage" means that the tomato is bruised, crushed or ruptured.

§ 51.3326 Defect classification guide.

Defect	Waste	
	More than 10 percent	More than 20 percent
Sunburn (thin superficial type).	When extending more than ¾ inch from stem scar, and more than ¾ of the circumference of a 2½-inch tomato.	When extending more than 1 inch from stem scar, and around the circumference of a 2½-inch tomato.
Type which penetrates outer wall.	When extending more than ¾ inch from stem scar, and more than ½ of the circumference of a 2½-inch tomato.	When extending more than ¾ inch from stem scar, and around the circumference of a 2½-inch tomato.

Worms and worm injury	Tomatoes with worms attached or with worm injury that has penetrated through the outer wall, or attached cocoons, shall be classed as "Culls". Worms on the fruit but not attached, and loose worms shall be ignored.
Insects	Grasshoppers, crickets, spiders, or other insects on the tomatoes shall be disregarded, but tomatoes injured by such insects shall be evaluated on a waste basis.
Growth cracks	Badly discolored cracks which are not affected by mold or decay shall be evaluated on a waste basis. Cracks affected by mold or decay which has penetrated the fleshy wall of the tomato shall be classed as "Category C", unless additional defects make them "Culls".
Gray wall, virus mottling, cloudy spot, ghost spot, internal browning and irregular ripening.	Fruit affected by such conditions shall not be handled on a waste basis. Presence of such factors shall be evaluated from the standpoint of their effect on color. (See § 51 3317.)
Blossom end rot	The initial stage of development, occurring as brown or silver discoloration of the skin, shall not be considered as decay. However, if the fleshy wall of the tomato is affected it shall be classed as decay.
Sunscald	Affected areas showing a darkened, soft watery condition of the flesh or areas slightly sunken with a tough outer wall which has a whitish yellow appearance, shall be evaluated on a waste basis.
Freezing	Fruit affected by freezing injury develop a wide range of symptoms. Chief symptom of freezing injury is a glassy or water-soaked appearance of the fruit. Tomatoes affected by any amount of freezing injury shall be classed as "Culls".
Mold or decay	Tomatoes affected by mold or decay which has penetrated the flesh shall be classed as "Category C" or "Culls" depending upon the amount of waste.

METRIC CONVERSION TABLE

§ 51.3327 Metric conversion table.

Inches	Millimeter (mm)
⅛ equals	3.2
¼ equals	6.4
⅜ equals	9.5
½ equals	12.7
⅝ equals	15.9
¾ equals	19.1
⅞ equals	22.2
1 equals	25.4
1½ equals	38.1
2 equals	50.8
2½ equals	63.5

Subpart—United States Standards for Grades of Greenhouse Tomatoes

SOURCE: 31 FR 5939, Apr. 19, 1966, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3345 U.S. No. 1.

"U.S. No. 1" consists of tomatoes of similar varietal characteristics which are mature but not overripe or soft, clean, fairly well formed; which are free from decay, sunscald, and freezing injury, and free from damage caused by bruises, cuts, shriveling, puffiness, catfaces, growth cracks, scars, disease, insects, or other means. (See § 51.3348.)

§ 51.3346 U.S. No. 2.

"U.S. No. 2" consists of tomatoes of similar varietal characteristics which are mature but not overripe or soft, clean, reasonably well formed; which are free from decay, sunscald, and freezing injury, and free from serious damage caused by cuts, shriveling, puffiness, catfaces, growth cracks, scars, disease, insects, or other means. (See § 51.3348.)

UNCLASSIFIED

§ 51.3347 Unclassified.

"Unclassified" consists of tomatoes which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.3348 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by weight, are provided as specified:

(a) *Defects*—(1) *U.S. 1 grade.* Ten percent of the tomatoes in any lot may fail to meet the requirements of the grade, but not more than one-half of this amount, or 5 percent, shall be allowed for serious damage, including in this latter amount not more than 1 percent for tomatoes which are soft or affected by decay.

(2) *U.S. No. 2 grade.* Ten percent of the tomatoes in any lot may fail to meet the requirements of the grade, but not more than one-tenth of this amount or 1 percent shall be allowed for tomatoes which are soft or affected by decay.

(b) *Offsize.* Fifteen percent of the tomatoes in any lot may vary from the specified size, including therein not more than 5 percent for tomatoes which fail to meet any specified minimum size.

APPLICATION OF TOLERANCES

§ 51.3349 Application of tolerances.

The contents of individual packages in the lot are subject to the following limitations:

(a) For a tolerance of 10 percent or more, individual packages shall have not more than one and one-half times the tolerance specified: *Provided,* That when the package contains 15 specimens or less, any individual package shall have not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any package: *And provided further,* That the averages for the entire lot are within the tolerances specified for the grade.

(b) For a tolerance of less than 10 percent, individual packages in any lot shall have not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any package: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade.

SIZE CLASSIFICATION

§ 51.3350 Size classification.

The size of tomatoes may be specified in accordance with one of the following classifications:

(a) "Small" under 3½ ounces;

(b) "Medium" from 3½ to 9 ounces; and,

(c) "Large" over 9 ounces.

STANDARD PACK

§ 51.3351 Standard pack.

Tomatoes shall be fairly uniform in size when packed in containers.

(a) "Fairly uniform in size" means that not more than 10 percent, by weight, of the tomatoes in any container may vary more than the following within the applicable size classification:

(1) 4 ounces for "Medium," "Small to Medium" or "Medium to Large"; and,

(2) 6 ounces for "Large" size.

DEFINITIONS

§ 51.3352 Similar varietal characteristics.

"Similar varietal characteristics" means that the tomatoes are alike as to character of color (bright red varieties shall not be mixed with varieties having a purplish tinge).

§ 51.3353 Mature.

"Mature" means that the contents of two or more seed cavities have developed a jellylike consistency and the seeds are well developed. External color shows at least a definite break from green to tannish-yellow, pink or red color on not less than 10 percent of the surface.

§ 51.3354 Soft.

"Soft" means that the tomato yields readily to slight pressure.

§ 51.3355 Clean.

"Clean" means that the individual tomato is practically free from dirt and other foreign matter.

§ 51.3356 Fairly well formed.

"Fairly well formed" means that the tomato is not more than slightly kidney-shaped, lopsided, elongated, angular, or otherwise slightly deformed.

§ 51.3357 Reasonably well formed.

"Reasonably well formed" means that the tomato is not more than moderately kidney-shaped, lopsided, elongated, angular, or otherwise moderately deformed.

§ 51.3358 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the tomato. The following specific defects shall be considered as damage:

(a) Puffiness when the open space in one or more locules materially detracts from the appearance of the tomato when cut through the center at right angles to a line running from the stem to the blossom end;

(b) Catfaces when scars are rough or deep, when channels are very deep or wide, when channels extend into a locule, or when affecting the appearance to a greater extent than the following:

(1) A small size tomato having a fairly smooth catface equivalent in area to a circle ⅜-inch diameter; or

(2) A medium size tomato having a fairly smooth catface equivalent in area to a circle ½-inch in diameter; or

(3) A large size tomato having a fairly smooth catface equivalent in area to a circle ¾-inch in diameter;

(c) Growth cracks (radiating from or concentric to the stem scar) when not well healed, when more than one-eighth inch in depth, or when affecting the appearance or marketing quality of the tomato to a greater extent than that of a tomato 5 ounces in weight having any individual radial crack one-half inch in length, or having more than a 1 inch aggregate length of all radial cracks measured from the edge of the stem scar;

(d) Scars (other than catfaces) when the appearance of the tomato is affected to a greater extent than that of a tomato 5 ounces in weight having scar with no depth which has an area equivalent to that of a circle three-eighths inch in diameter; and,

(e) Cuts, not well healed, not shallow, or which affect the appearance or marketing quality of the tomato to a greater extent than that of a tomato 5 ounces in weight having a cut one-half inch in length.

§ 51.3359 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance or the edible or marketing quality of the tomato. The following specific defects shall be considered as serious damage:

(a) Puffiness when the open space in one or more locules seriously detracts from the appearance of the tomato when cut through the center at right angles to a line running from the stem to the blossom end;

(b) Catfaces when channels extend into the locule, when the wall has been weakened to the extent that slight pressure will cause the tomato to leak, or when the appearance of the tomato is affected to a greater extent than that of a tomato 5 ounces in weight having a fairly smooth catface with an area equivalent to that of a circle 1 inch in diameter;

(c) Growth cracks (radiating from or concentric to the stem scar) when not well healed, when more than one-eighth inch in depth, or when affecting the appearance or marketing quality of the tomato to a greater extent than that of a tomato 5 ounces in weight having individual radial cracks three-fourths inch in length, or having more than a 1½-inch aggregate length of all radial cracks, measured from the edge of the stem scar;

(d) Scars (other than catfaces) when the appearance of the tomato is affected to a greater extent than that of a tomato 5 ounces in weight having a scar with no depth which has an area equivalent to that of a circle 1 inch in diameter; and,

(e) Cuts, not well healed, not shallow, or which affect the appearance or marketing quality of the tomato to a greater extent than that of a tomato 5 ounces in weight having a cut one-half inch in length.

METRIC CONVERSION TABLE

§ 51.3360 Metric conversion table.

Inches	Millimeters (mm)
⅛ equals	3.2
¼ equals	6.4
⅜ equals	9.5
½ equals	12.7
⅝ equals	15.9
¾ equals	19.1
⅞ equals	22.2
1 equals	25.4
1¼ equals	31.8
1½ equals	38.1
1¾ equals	44.5
2 equals	50.8
3 equals	76.2
4 equals	101.6

Subpart—United States Standards for Grades of Sweet Corn for Processing

SOURCE: 27 FR 3313, Apr. 7, 1962, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3365 U.S. No. 1

(a) "U.S. No. 1" consists of ears of sweet corn of similar color characteristics which are fresh and free from damage by freezing, cross pollination, denting, worms, birds, fermentation, smut or other disease or other means. Kernels on each ear shall be developed beyond the "blister stage", but shall not have reached the "hard stage" of maturity. (See § 51.3379.)

(b) Unless otherwise specified, each ear shall have not less than an average of 4 inches of the cob covered with undamaged kernels, in addition to any good kernels which would necessarily be lost in the usual method of trimming to remove damaged kernels.

§ 51.3366 U.S. No. 2.

(a) "U.S. No. 2" consists of ears of sweet corn of similar color characteristics which are fresh, free from damage by freezing, fermentation, smut or other disease, and free from serious damage by cross pollination, denting, worms, birds or other means. Kernels on each ear shall be developed beyond the "blister stage", but shall not have reached the "hard stage" of maturity. (See § 51.3379.)

(b) Unless otherwise specified, each ear shall have not less than an average of 3 inches of the cob covered with kernels which meet the requirements of U.S. No. 2 grade, in addition to any good kernels which would necessarily be lost in the usual method of trimming to remove damaged kernels.

CULLS

§ 51.3367 Culls.

"Culls" consists of ears of sweet corn which fail to meet the requirements of U.S. No. 2 grade.

MATURITY CLASSIFICATIONS

§ 51.3368 Maturity classifications.

In addition to the grade classification, a lot of sweet corn may be classified for general overall maturity in terms of one of the following maturity classifications:

(a) A-1: Includes ears in the "milk stage" or younger, more than half of which are in the very tender early "milk stage," and none of the remainder of which are bordering on the "cream stage."

(b) A-2: Includes ears in the "milk stage" or younger with not more than 5 percent bordering on the "cream stage."

(c) A-3: Includes ears in the "milk stage" with more than 5 percent bordering on the "cream stage."

(d) A-B: Includes ears generally in the "milk stage" with 1 to 10 percent in the "cream stage."

(e) B: Includes ears mostly in the "milk stage" with more than 10 percent in the "cream stage."

(f) B-C: Includes ears generally in either the "milk" or the "cream stage" with 1 to 10 percent in the "dough stage."

(g) C: Includes ears more than 10 percent of which are in the "dough stage."

DEFINITIONS

§ 51.3369 Similar color characteristics.

"Similar color characteristics" means that the kernels on the ears of corn in any lot are of the same general color.

§ 51.3370 Fresh.

"Fresh" means that the ear does not show evidence of dryness from excessive elapsed time after picking or from other causes.

§ 51.3371 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially lowers the processing quality of the ear. The following specific defects shall be considered as damage:

(a) Freezing when color, texture or flavor of the kernels has been materially affected;

(b) Denting when 5 percent or more of the kernels on the ear show conspicuous depressions in the exposed surfaces;

(c) Cross pollination when 3 percent or more of the kernels on the ear are of a color or maturity which contrasts distinctly with most of the kernels on the ear;

(d) Worms when a corn borer has tunneled into the cob; or when badly discolored remnants of worm-eaten kernels are located among the undamaged kernels more than one inch from the ends of the rows of usable kernels;

(e) Birds when badly discolored or dried remnants of bird-pecked kernels are located among the undamaged kernels more than one inch from the ends of the rows of usable kernels;

(f) Fermentation when any portion of the husked ear has a distinctly sour odor; and,

(g) Smut when any kernel on the ear is more than slightly swollen due to smut infection.

§ 51.3372 Blister stage.

"Blister stage" means the stage of development in which the kernels are not sufficiently mature for processing. They are small, underdeveloped, have very tender pericarps and contain watery or cloudy liquid which runs freely when released.

§ 51.3373 Milk stage.

"Milk stage" means the stage of development in which the kernels are moderately to well filled out, have tender pericarps which break with light pressure from the thumb nail, and contain a milky or thin creamy liquid which spreads or runs moderately when released.

§ 51.3374 Cream stage.

"Cream stage" means the stage in which the kernels have attained full size, have fairly tender pericarps which break with moderate pressure from the thumb nail, and contain a thick creamy substance which spreads or runs very little when released.

§ 51.3375 Dough stage.

"Dough stage" means the stage in which the kernels have attained full size, have tough pericarps which require heavy pressure from the thumb nail to break, and contain a soft doughy substance which does not spread or run when released.

§ 51.3376 Hard stage.

"Hard stage" means the stage in which the kernels have very tough pericarps, and contain a heavy, sticky, doughy substance. Ears in this stage are overmature for any processing purpose.

§ 51.3377 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously lowers the processing quality of the ear. The following specific defects shall be considered as serious damage:

(a) Cross pollination when 5 percent or more of the kernels on the ear are of a color or maturity which contrasts distinctly with most of the kernels on the ear;

(b) Denting when 10 percent or more of the kernels on the ear show conspicuous depressions in the exposed surfaces;

(c) Worms when a corn borer has tunneled into the cob; or when trimming of the ear by the usual method to remove badly discolored remnants of worm-eaten kernels leaves less than the required area of the ear covered with kernels which meet the requirements of U.S. No. 2 grade; and,

(d) Birds when trimming of the ear by the usual method to remove badly discolored or dried remnants of bird-pecked kernels leaves less than the required area of the ear covered with kernels which meet the requirements of U.S. No. 2 grade.

APPLICATION OF STANDARDS

§ 51.3378 Purpose of standards.

These standards are intended for use in describing the quality and maturity of loads of sweet corn being delivered by growers to processors. The grade and maturity classification of a load is useful in two ways. First, it provides an equitable basis for pricing the load in relation to its quality. Second, it enables the processor to use the corn more advantageously.

§ 51.3379 Grade and maturity determination.

(a) A representative sample from the load shall be used for grade and maturity determination. An exactly weighed quantity from this sample shall be used for analysis. All ears in the analysis sample shall be completely husked. A husked ear is one which has all of the husks removed, the shank or stem trimmed to one inch or less in length, and the cob trimmed, if necessary, so that the portion remaining without usable kernels is not more than one-fourth the length of the trimmed ear.

(b) The husked ears shall be sorted into groups of U.S. No. 1 grade, U.S. No. 2 grade and Culls. The percentage of each group shall be calculated on the basis of weight. Percentages may be determined either on the basis of the total weight of ears in the husk or on the basis of the total weight of husked ears in the sample, depending upon the wording of the contract between grower and processor.

(c) The maturity of the individual ears shall be determined during the process of grading, and a maturity classification assigned to the load on the basis of the percentages of ears in the various stages of maturity.

Subpart—United States Standards for Grades of Mushrooms [1]

SOURCE: 31 FR 8535, June 18, 1966, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

GRADES

§ 51.3385 U.S. No. 1.

"U.S. No. 1" consists of fresh mushrooms of similar varietal characteristics which are mature, at least fairly well shaped, well trimmed, free from open veils, disease, spots, insect injury, and decay, and from damage by any cause.

(a) *Size.* Size is specified in terms of diameter and unless otherwise specified meets the requirements of one of the following size classifications:

(1) Small to medium—up to 1⅝ inches in diameter;

(2) Large—over 1⅝ inches in diameter.

(b) *Tolerances.* In order to allow for variations incident to proper grading and handling the following tolerances, by weight, are provided as specified:

(1) *At shipping point.*[2] 5 percent for mushrooms in any lot which fail to meet the requirements of this grade, but not more than one-fifth of this amount or 1 percent shall be allowed for mushrooms affected by disease, spots, or decay.

(2) *En route or at destination.* 10 percent for mushrooms in any lot which have open veils. 5 percent for mushrooms in any lot which fail to meet the remaining requirements of this grade, but not more than one-fifth of this latter amount or 1 percent shall be allowed for mushrooms affected by disease, spots, or decay.

(3) *For off-size* The percent for mushrooms in any lot which fail to meet the specified size requirements.

§ 51.3386 U.S. No. 2.

"U.S. No. 2". The requirements for this grade are the same as for U.S. No. 1 except for a greater tolerance for open veils and a larger tolerance for defects.

(a) *Size.* Size is specified in terms of diameter and unless otherwise specified meets the requirements of one of the following size classifications:

(1) Small to medium—up to 1⅝ inches in diameter;

(2) Large—over 1⅝ inches in diameter.

(b) *Tolerances.* In order to allow for variations incident to proper grading and handling the following tolerances, by weight, are provided as specified:

(1) *At shipping point.*[2] Ten percent for mushrooms in any lot which have open veils. Ten percent for mushrooms in any lot which fail to meet the remaining requirements of this grade, but not more than one-tenth of this latter amount or 1 percent shall be allowed for mushrooms affected by disease, spots, or decay.

(2) *En route or at destination.* 25 percent for mushrooms in any lot which have open veils. 10 percent for mushrooms in any lot which fail to meet the remaining requirements of this grade, but not more than one-tenth of this latter amount or 1 percent shall be allowed for mushrooms affected by disease, spots, or decay.

(3) *For off-size.* 10 percent for mushrooms in any lot which fail to meet the specified size requirements.

UNCLASSIFIED

§ 51.3387 Unclassified.

"Unclassified" consists of mushrooms which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.3388 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations:

(a) For a tolerance of 10 percent or more, individual packages in any lot shall have not more than one and one-half times the tolerance specified: *Provided,* That the average for the entire lot is within the tolerance specified for the grade.

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[2] Shipping point, as used in these standards, means the point of origin of the shipment in the producing area or at port of loading for ship stores or overseas shipment or, in the case of shipments from outside the continental United States, the port of entry into the United States.

(b) For a tolerance of less than 10 percent, individual packages in any lot shall have not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any package: *Provided*, That the average for the entire lot is within the tolerance specified for the grade.

DEFINITIONS

§ 51.3389 Similar varietal characteristics.

"Similar varietal characteristics" means that the mushrooms are of the same general color. For example, white and brown mushrooms shall not be mixed in the same container.

§ 51.3390 Mature.

"Mature" means that the mushroom is firm and well developed; the veil area may be stretched but not broken.

§ 51.3391 Fairly well shaped.

"Fairly well shaped" means that the mushroom cap is not flattened, scalloped, indented or otherwise deformed to an extent which materially detracts from the appearance or marketing quality.

§ 51.3392 Well trimmed.

"Well trimmed" means that the stems are smoothly cut, free from rough fleshy butts, the flared portion of the butt is removed and the remaining portion of the stem does not exceed the depth of the cap.

§ 51.3393 Open veils.

"Open veils" means that the cap has expanded to the extent that the protective covering or "veils" joining the margin of the cap to the stem have broken and exposed the gills or underside of the cap.

§ 51.3394 Spots.

"Spots" means pitted or discolored areas.

§ 51.3395 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which materially detracts from the appearance, or the edible or marketing quality of the individual mushroom or of the mushrooms in the lot. The following specific defects shall be considered as damage:

(a) Discoloration when the color of the cap or stem materially affects the appearance or marketing quality of the mushrooms.

(b) Dirt when any amount is embedded in the cap or stem.

§ 51.3396 Length of stem.

"Length of stem" means the greatest distance as measured from the point of attachment of the "veils" on the stem to the butt.

§ 51.3397 Diameter.

"Diameter" means the greatest dimension of the cap measured at right angles to the stem.

METRIC CONVERSION TABLE

§ 51.3398 Metric conversion table.

Inches	Millimeters (mm)
1/8 equals	3.2
1/4 equals	6.4
3/8 equals	9.5
1/2 equals	12.7
5/8 equals	15.9
3/4 equals	19.1
7/8 equals	22.2
1 equals	25.4
1 1/4 equals	31.8
1 1/2 equals	38.1
1 3/4 equals	44.5
2 equals	50.8
3 equals	76.2
4 equals	101.6

Subpart—United States Standards for Grades of Potatoes for Processing [1]

SOURCE: 48 FR 10802, Mar. 15, 1983, unless otherwise noted.

§ 51.3410 Grades.

(a) "U.S. No. 1 Processing" consists of potatoes which meet the following requirements:

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[1] Compliance with the provisions of these standards shall not excuse failure to comply with provisions of applicable Federal or State laws.

(1) Basic requirements:

(i) Similar varietal characteristics;

(ii) Moderately firm; and,

(iii) Fairly well shaped.

(2) Free from:

(i) Freezing or freezing injury;

(ii) Blackheart;

(iii) Late Blight Tuber Rot;

(iv) Southern Bacterial Wilt;

(v) Bacterial Ring Rot;

(vi) Insects, worms or larvae;

(vii) Soft rot and wet breakdown; and,

(viii) Loose sprouts, dirt and foreign material.

(3) Free from damage by any cause.

(4) *Size.* Unless otherwise specified, individual potatoes shall be not less than 2 inches in diameter or 4 ounces in weight. Percentage(s) of a larger size(s) and/or a maximum size may be specified.

(b) "U.S. No. 2 Processing" consists of potatoes or usable pieces of potatoes which meet the following requirements:

(1) Basic requirements:

(i) Similar varietal characteristics;

(ii) Moderately firm; and,

(iii) Not seriously misshapen.

(2) Free from:

(i) Freezing or freezing injury;

(ii) Blackheart;

(iii) Late Blight Tuber Rot;

(iv) Southern Bacterial Wilt;

(v) Bacterial Ring Rot;

(vi) Insects, worms or larvae;

(vii) Soft rot and wet breakdown; and,

(viii) Loose sprouts, dirt and foreign material.

(3) Free from serious damage by any cause.

(4) *Size.* Unless otherwise specified, whole potatoes shall be not less than 1½ inches in diameter, or usable pieces shall be not less than 4 ounces in weight. Percentage(s) of a larger size(s) and/or maximum size may be specified.

§ 51.3411 Usable piece.

"Usable Piece" means that portion of the potato remaining after trimming, or as it occurs in the sample:

(a) Not have any unusable material;

(b) Unless otherwise specified, weigh at least 4 ounces; and,

(c) Must have at least 50% of peel remaining after trimming.

§ 51.3412 Unusable material.

"Unusable Material" consists of defective portions of potatoes, and potatoes which are frozen, affected by freezing injury, soft rot, wet breakdown, insects, worms, larvae, Blackheart, Late Blight Tuber Rot, Southern Bacterial Wilt, Bacterial Ring Rot, or which are seriously damaged by internal defects.

§ 51.3413 Size.

(a) The minimum size, maximum size or range in size may be specified in connection with the grade in terms of diameter or weight.

(b) Diameter means the greatest dimension in terms of inches or fractions of an inch measured at right angles to the longitudinal axis, without regard to the position of the stem-end.

(c) Weight means the minimum or maximum weight measured in terms of whole ounces. When a maximum weight is specified, the potato shall not be considered as oversize until it weighs the next higher ounce.

§ 51.3414 Application of standards.

In the application of these standards to determine the percentages of potatoes in any lot which meet the requirements of the respective grades or size categories, tolerances do not apply. However, for lots which are graded or pre-sorted for size or quality, offered for inspection and required to meet one of the grades, the following tolerances, by weight, are provided:

(a) For defects:

(1) *U.S. No. 1 Processing.* 10 percent for potatoes which fail to meet the requirements of this grade including not more than one-half of this tolerance, or 5 percent, for serious damage by any means, including therein not more than 2 percent for potatoes which are frozen or affected by soft rot or wet breakdown.

(2) *U.S. No. 2 Processing.* 10 percent for potatoes which fail to meet the requirements of this grade including not more than one-half of this tolerance, or 5 percent, for potatoes which are se-

riously damaged by internal defects occurring entirely within the vascular ring, including therein not more than 2 percent for potatoes which are frozen or affected by soft rot or wet breakdown.

(b) For loose sprouts, dirt and foreign material: 2 percent.

(c) For off-size:

(1) *Undersize.* 3 percent when the minimum size specified is less than 2¼ inches in diameter or less than 5 ounces in weight; and 5 percent when the minimum size specified is 2¼ inches or more in diameter or 5 ounces or more in weight.

(2) *Oversize.* 10 percent.

§ 51.3415 Definitions.

"Similar varietal characteristics" means that the potatoes in any lot have the same general shape, color, and character of skin and color of flesh.

"Fairly well shaped" means that the potato is not materially pointed, dumbbell-shaped, or otherwise deformed.[2]

"Moderately firm" means that the potato is not seriously shriveled or flabbly.[2]

"Not seriously misshapen" means that the potato is not seriously deformed and causing more than 10% waste when determining the non-peelable area directly due to shape.

"Soft rot or wet breakdown" means any soft, mushy or leaky condition of the tissue such as Leak, slimy soft rot, wet type Fusarium Tuber Rot, or wet breakdown following freezing injury or heat injury.

"Loose sprouts, dirt and foreign material" means unattached sprouts or sprouts that become detached during the grading of the sample, stems, vines, adhering dirt, loose dirt, stones, trash and other extraneous material.

"Damage" means any defect listed in § 51.3416, or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which cannot be removed without a loss of more than 5 percent of the total weight of the potato.

"Serious Damage" means any defect listed in § 51.3416, or an equally objectionable variation of any of these defects, any other defect, or any combination of defects, which cannot be removed without a loss of more than 10 percent of the total weight of the potato.

"External Defects" are defects which can be detected externally. Cutting may be required to determine the extent of the injury.

"Internal Defects" are defects which cannot be detected without cutting the potato.

§ 51.3416 Classification of defects.

EXTERNAL DEFECTS

Defects	Maximum allowed for U.S. No. 1 processing	Maximum allowed for U.S. No. 2 processing
Air cracks	5% waste	10% waste.
Blackleg	5% waste	10% waste.
Bruises	5% waste	10% waste
Cuts	Smooth, not more than 10% of surface.	Smooth, not more than ⅓ of surface.
Enlarged lenticels, discolored or sunken.	5% waste	10% waste.
Flea Beetle	5% waste	10% waste
Folded end	5% waste	10% waste.
Fusarium tuber rot	5% waste	10% waste.
Grass, wireworm	5% waste	10% waste.
Greening, light	5% waste	10% waste.
Growth cracks	See Footnote No. 2.	10% waste.
Grub	5% waste	10% waste.
Ingrown sprouts	5% waste	10% waste.
Nematodes	5% waste	10% waste.
Rhizoctonia, solid or thick mounded.	Not more than 10% of surface.	Not more than 25% of surface.
Rodent, bird damage.	5% waste	10% waste.
Scab, pitted	5% waste	10% waste.
Scab, russet	25% of surface or 5% waste.	50% of surface or 10% waste.
Scab, surface	25% of surface or 5% waste.	50% of surface or 10% waste.
Scab, surface (elephant hide).	10% of surface or 5% waste.	25% of surface or 10% waste.
Second growth	5% waste	10% waste.

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[2] USDA Visual Aid, POT-L 1 Jan 81. This publication may be examined in the Fruit and Vegetable Division, Fresh Products Branch, AMS, U.S. Department of Agriculture, South Building, Washington, DC 20250, or any field office of the Fresh Fruit and Vegetable Inspection Service. Copies of this visual aid may be purchased from the John Henry Company, P.O. Box 17099, Lansing, MI 48901 or United Fresh Fruit and Vegetable Association, N. Washington at Madison, Alexandria, VA 22314.

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EXTERNAL DEFECTS—Continued

Defects	Maximum allowed for U.S. No. 1 processing	Maximum allowed for U.S. No. 2 processing
Scaling, surface cracks—when cracked, thick and has depth.	10% of surface or 5% waste.	25% of surface or 10% waste.
Sunburn	5% waste	10% waste.
Sunken discolored areas.	5% waste	10% waste.

INTERNAL DEFECTS

Defects	Maximum allowed for U.S. No. 1 processing	Maximum allowed for U.S. No. 2 processing
Occurring outside of or not entirely confined to the vascular ring		
Internal Black Spot, Internal Discoloration, Vascular Browning, Fusarium Wilt, Net Necrosis, Other Necrosis, Stem End Browning.	5% waste	10% waste.
Occurring entirely within the vascular ring		
Hollow Heart or Hollow Heart with Discoloration.	Area affected not to exceed that of a circle ⅞ inch in diameter in a 10 ounce potato.[1]	Area affected not to exceed that of a circle 1¼ inches in diameter in a 10 ounce potato.[1]
Light Brown Discoloration (Brown Center).	Area affected not to exceed that of a circle ⅞ inch in diameter in a 10 ounce potato.[1]	Area afffected not to exceed that of a circle 1¼ incher in diameter in a 10 ounce potato.[1]
Internal Brown Spot and similar discoloration (Heat Necrosis).	Not more than the equivalent of 3 scattered spots ⅛ inch in diameter in a potato 6 ounces in weight or 2½ inches in diameter, or correspondingly lesser or greater number of spots in smaller or larger potatoes.	Not more than the equivalent of 6 scattered spots ⅛ inch in diameter in a potato 6 ounces in weight or 2½ inches in diameter or correspondingly lesser or greater number of spots in smaller or larger potatoes.

[1] Note: Or correspondingly lesser or greater areas in smaller or larger potatoes.

§ 51.3417 Optional test for specific gravity.

Tests to determine specific gravity shall be made in accordance with the procedures set forth in this section.

(a) The potatoes used for such determinations shall be:

(1) Taken at random from a composite sample drawn from containers representative of the lot.

(2) A comparable sample from a bulk load or storage bin.

(3) From a portion of the divided sample initially drawn or submitted for determination of grade or contract compliance.

(4) Representative of the lot with respect to size and quality.

The specific gravity for any lot of potatoes shall be the average of at least 3 corrected readings on separate tests from the composite sample. Specific gravity may also be determined, if requested, in accordance with size classifications or weighted value in proportion to size and/or grade separations in the lot.

(b) Specific gravity shall be determined by either;

(1) Calculation from the weights of the sample in air and in water made with USDA approved equipment. The reading obtained from each test shall be corrected for temperature variations using Table I.

(2) A hydrometer specifically designed for determining the specific gravity of potatoes.[3]

The pulp temperature of the potatoes and the temperature of water shall be recorded immediately before testing and the specific gravity reading corrected using Table I.

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[3] The hydrometer is available from the Potato Chip/Snack Food Association, Crystal Square-3, Suite 903, 1735 Jefferson Davis Highway, Arlington, VA 22202.

TABLE I—CORRECTION FACTORS FOR SPECIFIC GRAVITY OF POTATOES [4]

[Corrected to zero at 50° F potato temperature and 50° F water temperature]

	Water temperature (degrees Fahrenheit)									
	38°	40°	45°	50°	55°	60°	65°	70°	75°	80°
Potato temperature:										
38°	-0.0021	-0.0020	-0.0018	-0.0018	-0.0020	-0.0023	-0.0029	-0.0038	-0.0047	-0.0056
40°	-.0017	-.0016	-.0014	-.0014	-.0016	-.0019	-.0025	-.0034	-.0043	-.0052
45°	-.0009	-.0008	-.0008	-.0006	-.0008	-.0011	-.0017	-.0026	-.0035	-.0044
50°	-.0003	-.0002	0000	0000	-.0002	-.0005	-.0011	-.0020	-.0029	-.0038
55°	+.0001	+.0002	+.0004	+.0004	+.0002	-.0001	-.0007	-.0016	-.0025	-.0034
60°	-.0004	+.0005	+.0007	+.0007	+.0005	+.0002	-.0004	-.0013	-.0022	-.0031
65°	+.0005	+.0006	+.0008	+.0008	+.0006	+.0003	-.0003	-.0012	-.0021	-.0030
70°	+.0006	+.0007	+.0009	+.0009	+.0007	+.0004	-.0002	-.0011	-.0020	-.0029
75°	+.0007	+.0008	+.0010	+.0010	+.0008	+.0005	-.0001	-.0010	-.0019	-.0028
80°	+.0008	+.0009	+.0011	+.0011	+.0009	+.0006	0000	-.0009	-.0018	-.0027
85°	+.0009	+.0010	+.0012	+.0012	+.0010	+.0007	+.0001	-.0008	-.0017	-.0026
90°	+.0010	+.0011	+.0013	+.0013	+.0011	+.0008	+.0002	-.0007	-.0016	-.0025
95°	+.0011	+.0012	+.0014	+.0014	+.0012	+.0009	+.0003	-.0006	-.0015	-.0024
100°	+.0012	+.0013	+.0015	+.0015	+.0013	+.0010	+.0004	-.0005	-.0014	-.0023

[4] To apply correction factor, change actual specific gravity reading by adding or subtracting the appropriate factor according to the plus or minus sign.

When requested to convert the weight in water of 5000 gram samples used in the weight in air versus weight in water method of specific gravity determinations, the conversion to total solids shall be based on Table II.

TABLE II—SPECIFIC GRAVITY CONVERSION CHART FOR 5,000 GRAMS OF POTATOES

Water weight	Specific gravity	Total solids
300	1.0638	17.2
310	1.0661	17.7
320	1.0684	18.2
322	1.0688	18.3
324	1.0693	18.4
326	1.0697	18.5
328	1.0702	18.6
330	1.0707	18.7
332	1.0711	18.8
334	1.0716	18.9
336	1.0720	19.0
338	1.0725	19.1
340	1.0730	19.2
342	1.0734	19.3
344	1.0739	19.4
346	1.0743	19.5
348	1.0748	19.6
350	1.0753	19.7
352	1.0757	19.8
354	1.0762	19.9
356	1.0766	20.0
358	1.0771	20.1
360	1.0776	20.2
362	1.0780	20.3
364	1.0785	20.4
366	1.0790	20.5
368	1.0794	20.6
370	1.0799	20.7
372	1.0804	20.8
374	1.0808	20.9
376	1.0813	21.0
378	1.0818	21.1
380	1.0822	21.2
382	1.0827	21.3
384	1.0832	21.4
386	1.0836	21.5
388	1.0841	21.6
390	1.0846	21.7
392	1.0851	21.8
394	1.0855	21.9
396	1.0860	22.0
398	1.0865	22.1
400	1.0870	22.2
402	1.0874	22.3
404	1.0879	22.4
406	1.0884	22.5
408	1.0888	22.6
410	1.0893	22.7
412	1.0898	22.8
414	1.0903	22.9
416	1.0908	23.0
418	1.0912	23.1
420	1.0917	23.2
422	1.0922	23.4
424	1.0926	23.5
426	1.0931	23.6
428	1.0936	23.7
430	1.0941	23.8
432	1.0946	23.9
440	1.0965	24.4
450	1.0989	24.9
460	1.1013	25.4
470	1.1040	26.0

Whenever the recorded water weight for an individual reading falls between two sets of numbers as indicated in

Table II, the next higher reading shall be used.

§ 51.3418 Optional test for fry color.

Fry color may be determined in accordance with contract specifications by using the Munsell Color Standards for Frozen French Fried Potatoes, Third Edition, 1972, 64-1.[5] Select a minimum of twenty (20) potatoes at random from the official sample. Slice each potato from stem to blossom-end into ½ square inch strips. Unless otherwise specified, fry center cut strips in oil for a minimum of 3 minutes at 350°F or 2½ minutes at 375°F.

Subpart—United States Standards for Grades of Mushrooms for Processing[1]

SOURCE: 29 FR 2555, Feb. 19, 1964, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3435 U.S. No. 1.

"U.S. No. 1" consists of fresh mushroom caps or, when so specified, whole mushrooms of similar varietal characteristics which are not soft, which are at least fairly well shaped, tender, and are free from decay, disease spots and insects and free from damage caused by insects, bruising, discoloration, feathering or other means.

(a) Size: Unless otherwise specified, each mushroom cap is not less than one-half inch in diameter.

§ 51.3436 U.S. No. 2.

"U.S. No. 2" consists of fresh mushroom caps, whole mushrooms, usable pieces, and the usable portions of the stems of mushrooms of similar varietal characteristics which are tender, are free from decay and insects and free from damage caused by insects and free from serious damage caused by disease spots, bruising, discoloration, feathering or other means.

(a) Size: Unless otherwise specified, each mushroom cap is not less than one-half inch in diameter.

CULLS

§ 51.3437 Culls.

"Culls" consist of fresh whole mushrooms, mushroom caps, pieces and stems of mushrooms which fail to meet the requirements of the U.S. No. 2 grade.

CULL MATERIAL

§ 51.3438 Cull material.

"Cull material" means the root end of the stem with or without adhering caked dirt, loose dirt and other foreign material or extraneous material.

DEFINITIONS

§ 51.3439 Similar varietal characteristics.

"Similar varietal characteristics" means that the mushrooms are of the same general color. Those of white color shall not be mixed in the same container with cream or brown mushrooms.

§ 51.3440 Fairly well shaped.

"Fairly well shaped" means that the mushroom cap is not flattened, scalloped, indented or otherwise deformed to an extent that materially detracts from the appearance or the processing quality.

§ 51.3441 Tender.

"Tender" means the flesh of the cap and stem is not fibrous, rubbery or stringy.

§ 51.3442 Soft.

"Soft" means that the mushroom cap is more than slightly indented or concave; or the veil is stretched or open and has a cottony appearance.

§ 51.3443 Mushroom cap.

"Mushroom cap" means the round crown or top part of the mushroom, which may include a relatively short portion of the stem.

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[5] Munsell Color Standards for Frozen French Fried Potatoes, Third Edition, 1972, 64-1, may be purchased from the Munsell Color Co., 2441 North Calvert St., Baltimore, MD 21218.

[1] These standards apply only to the cultivated mushroom Agaricus Campestris.

§ 51.3444 Whole mushroom.

"Whole mushroom" means the mushroom cap with the usable portion of the stem attached.

§ 51.3445 Usable piece.

"Usable piece" means a piece of cap or stem which is not seriously damaged.

§ 51.3446 Usable portion of stem.

"Usable portion of stem" consists of that portion of the stem remaining after the cap and root end have been removed.

§ 51.3447 Damage.

"Damage" means any specific defect described in this section, or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the edible or processing quality of the mushrooms. The following specific defects shall be considered damage:

(a) Bruising, when more than 5 percent of the surface of the mushroom cap is materially flattened, ragged or skinned;

(b) Discoloration, when more than 5 percent of the aggregate surface of the mushroom cap is affected by discoloration which distinctly contrasts with the normal color of the mushroom;

(c) Mushrooms showing evidence of insect feeding; and,

(d) Feathering, when materially affecting the appearance of white mushroom caps and when raised and affecting more than 5 percent of the surface of cream or brown mushroom caps.

§ 51.3448 Serious damage.

"Serious damage" means any specific defect described in this section, or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which renders the mushroom cap, whole mushroom or detached stem unsuitable for processing. The following specific defects shall be considered as serious damage:

(a) Bruising, when more than 20 percent of the surface of the mushroom cap is distinctly flattened, ragged or skinned;

(b) Discoloration, when more than 20 percent of the aggregate surface of the mushroom cap is badly discolored;

(c) Disease spots, when affecting more than 10 percent of the cap surface; and,

(d) Feathering, when hard, rough separations of the flesh affect more than 20 percent of the surface of cream or brown mushroom caps.

§ 51.3449 Diameter.

"Diameter" means the greatest dimension of the cap measured at right angles to the stem

Subpart—United States Standards for Grades of Greenhouse Leaf Lettuce

SOURCE: 29 FR 10486, July 29, 1964, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3455 U.S. Fancy.

"U.S. Fancy" consists of plants of leaf lettuce of similar varietal characteristics which are well grown, well trimmed and free from decay and which are free from injury caused by coarse stems, bleached or discolored leaves, sprayburn, dirt, wilting, freezing, disease, insects, or other means.

§ 51.3456 U.S. No. 1.

"U.S. No. 1" consists of plants of leaf lettuce of similar varietal characteristics which are well grown, fairly well trimmed and free from decay and which are free from damage caused by coarse stems, bleached or discolored leaves, sprayburn, dirt, wilting, freezing, disease, insects, or other means.

UNCLASSIFIED

§ 51.3457 Unclassified.

"Unclassified" consists of plants of leaf lettuce which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.3458 Tolerances.

In order to allow for variations incident to proper grading and handling, the following tolerances by count, shall be permitted in any lot:

(a) *U.S. Fancy and U.S. No. 1 grades.* 10 percent for plants of leaf lettuce which fail to meet the requirements of the grade: *Provided,* That included in this amount not more than 5 percent shall be allowed for defects causing serious damage, including in this latter amount not more than 1 percent for plants affected by decay.

APPLICATION OF TOLERANCES

§ 51.3459 Application of tolerances.

The contents of individual packages in the lot based on sample inspection, are subject to the following limitations: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade:

(a) For packages which contain more than 15 plants, and a tolerance of 10 percent or more is provided, individual packages in any lot shall have not more than one and one-half times the tolerance specified.

(b) For packages which contain more than 15 plants and a tolerance of less than 10 percent is provided, and for packages which contain 15 plants or less, individual packages in any lot shall have not more than double the tolerance specified, except that at least 1 defective plant may be permitted in any package.

DEFINITIONS

§ 51.3460 Similar varietal characteristics.

"Similar varietal characteristics" means that the plants in any container are of the same general type.

§ 51.3461 Well grown.

"Well grown" means that the plant is not stunted or poorly developed.

§ 51.3462 Well trimmed.

"Well trimmed" means that the stem is trimmed off to within three-fourths inch of the point of attachment of the first whorl of leaves and that leaves which are more than slightly bleached or discolored have been removed.

§ 51.3463 Fairly well trimmed.

"Fairly well trimmed" means that the stem is trimmed off to within three-fourths inch of the point of attachment of the first whorl of leaves and that leaves which are materially bleached or discolored have been removed.

§ 51.3464 Injury.

"Injury" means any specific defect described in this section; or an equally objectionable variation of this defect, any other defect, or any combination of defects, which noticeably detracts from the appearance, or the edible or shipping quality of the lettuce. The following specific defect shall be considered as injury:

(a) Stems when more than 2½ inches in length, measured from the end of the butt to the point of attachment of the last whorl of leaves.

[29 FR 10486, July 29, 1964; 29 FR 13071, Aug. 18, 1964]

§ 51.3465 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of this defect, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or shipping quality of the lettuce. The following specific defect shall be considered as damage:

(a) Stems when more than 3½ inches in length, measured from the end of the butt to the point of attachment of the last whorl of leaves.

[29 FR 10486, July 29, 1964; 29 FR 13071, Aug. 18, 1964]

§ 51.3466 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance or the edible or shipping quality of the lettuce.

Subpart—United States Standards for Grades of Blueberries

SOURCE: 31 FR 6189, Apr. 22, 1966, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.3475 General.

These standards apply only to selected and hybrid varieties of the highbush blueberry (Vaccinium australe Small and Vaccinium corymbosum L.) produced under cultivation, but not to other species of the genus Vaccinium nor to the true huckleberries of the genus Gaylussacia.

GRADE

§ 51.3476 U.S. No. 1.

"U.S. No. 1" consists of blueberries of similar varietal characteristics which are clean, well colored, not overripe, wet, or affected by decay: *Provided*, That defective berries are within the allowances specified in § 51.3479. Count shall not exceed 250 berries per 2 gill cup. (See § 51.3478.)

UNCLASSIFIED

§ 51.3477 Unclassified.

"Unclassified" consists of blueberries which have not been classified in accordance with the foregoing grade. The term "Unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

SIZE CLASSIFICATIONS

§ 51.3478 Size classifications.

The following size classifications may be used in specifying size of blueberries in connection with the grade:

(a) *Extra large.* Less than 90 berries per standard 2 gill cup;

(b) *Large.* 90 to 129 berries per standard 2 gill cup;

(c) *Medium.* 130 to 189 berries per standard 2 gill cup; and,

(d) *Small.* 190 to 250 berries per standard 2 gill cup.

TOLERANCES

§ 51.3479 Tolerances.

(a) *For defects.* In order to allow for variations incident to proper grading and handling, based on sample inspection, the number of defective specimens in the individual sample, and the number of defective specimens in the lot, shall be within the limitations specified in Tables I and II.

TABLE I—SHIPPING POINT [1]

No of samples [2]	Total berries	Total defects (including serious damage, damage and injury)	Damage (including serious damage)	Serious damage (including decay)
6	600	56	25	3
8	800	73	32	4
10	1,000	90	39	5
12	1,200	106	46	6
15	1,500	130	56	7
18	1,800	154	66	8
Total defective berries permitted in individual 100 berry sample		13	7	1

TABLE II—EN ROUTE OR AT DESTINATION

No. of samples [2]	Total berries	Total defects (including decay, serious damage, damage and injury)	Damage (including serious damage and decay)	Serious damage (not including decay)	Decay
6	600	59	28	3	3
8	800	76	35	4	3
10	1,000	94	43	5	4
12	1,200	110	50	6	4
15	1,500	135	61	7	5
18	1,800	160	72	8	6
Total defective berries permitted in individual 100 berry sample		13	7	1	

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[1] Shipping point, as used in these standards, means the point of origin of the shipment in the producing area or at port of loading for ship stores or overseas shipment, or, in the case of shipments from outside the continental United States, the port of entry into the United States.

[2] The number of 100 berry samples examined will depend upon the number of containers in the lot but it must be one of the sample numbers indicated in the table.

(b) *Off-size.* In order to allow for variations incident to proper sizing not more than 10 percent of the samples in any lot or one sample, whichever is the greater number, may fail to meet the range in count specified for one of the size classifications in § 51.3478 or the maximum count specified in § 51.3476.

DEFINITIONS

§ 51.3480 Similar varietal characteristics.

"Similar varietal characteristics" means that the berries are similar in color and shape.

§ 51.3481 Clean.

"Clean" means that the individual berry is practically free from dirt, frass, or other foreign material.

§ 51.3482 Well colored.

"Well colored" means that more than one-half of the surface of the individual berry is blue, bluish-purple, purple, or bluish-black.

§ 51.3483 Overripe.

"Overripe" means that the individual berry is overmature, soft, and past commercial utility.

§ 51.3484 Wet.

"Wet" means that the individual berry is wet from juice from crushed, leaking, or decayed berries.

§ 51.3485 Injury.

"Injury" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which more than slightly affects the appearance, or the edible or marketing quality of the blueberries. The following specific defects shall be considered as injury:

(a) Berries which are not clean;

(b) Clusters when there are three or more joined capstems with at least one berry attached;

(c) Berries with stems attached;

(d) Russeting when readily noticeable;

(e) Scales when readily noticeable;

(f) Scars when readily noticeable; and,

(g) Berries which are not well colored.

§ 51.3486 Damage.

"Damage" means any specific defect defined in this section, or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially affects the appearance, or the edible or marketing quality of the blueberries. The following specific defects shall be considered as damage:

(a) Broken skins when caused by stem cracks, bird tears, water splits, punctures, or mechanical means;

(b) Green berries when one-half or more of the berry is green;

(c) Wet berries;

(d) Shriveled when the skin is wrinkled and the shape of the berry is distorted; and,

(e) Overripe berries.

§ 51.3487 Serious damage.

"Serious damage" means any specific defect defined in this section, or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously affects the appearance, or the edible or marketing quality of the blueberries. The following specific defects shall be considered as serious damage:

(a) Decay;

(b) Moldy berries;

(c) Mushy berries;

(d) Mummified berries; and,

(e) Insects when any insect larva is present or there is other visible evidence of the presence of insects.

Subpart—United States Standards for Grades of Brazil Nuts in the Shell [1]

SOURCE: 31 FR 10068, July 26, 1966, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

GRADE

§ 51.3500 U.S. No. 1.

"U.S. No. 1" consists of well cured whole Brazil nuts in the shell which are free from loose extraneous and foreign material and meet one of the size classifications in § 51.3501. The shells are clean and free from damage caused by splits, breaks, punctures, oil stain, mold or other means, and contain kernels which are reasonably well developed, free from rancidity, mold, decay, and from damage caused by insects, discoloration, or other means.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances are provided:

(1) *For defects of the shell.* Ten percent, by count, may fail to meet the requirements of the grade, including therein not more than 5 percent for serious damage by split, broken or punctured shells, oil stains, mold or other means.

(2) *For defects of the kernel.* Ten percent, by count, may fail to meet the requirements of the grade, including therein not more than 7 percent for serious damage by any cause: *Provided,* That not more than five-sevenths of the latter amount, or 5 percent, shall be allowed for damage by insects: *Provided further,* That included in this 5-percent tolerance not more than one-half of 1 percent shall be allowed for Brazil nuts with live insects inside the shell.

(3) *For loose extraneous and foreign material.* One percent, by weight: *Provided,* That such material is practically free from insect infestation.

SIZE CLASSIFICATIONS

§ 51.3501 Size classifications.

(a) *Extra large.* Not more than 15 percent, by count, of the Brazil nuts pass through a round opening 78/64 inch in diameter, including not more than 2 percent which pass through a round opening 74/64 inch in diameter; or count does not exceed 45 nuts per pound (see paragraph (d) of this section);

(b) *Large.* Not more than 15 percent, by count, of the Brazil nuts pass through a round opening 73/64 inch in diameter, including not more than 2 percent which pass through a round opening 60/64 inch in diameter; or count does not exceed 50 nuts per pound (see paragraph (d) of this section);

(c) *Medium.* Not more than 15 percent, by count, of the Brazil nuts pass through a round opening 59/64 inch in diameter, including not more than 2 percent which pass through a round opening 50/64 inch in diameter; or count is not less than 51 nuts per pound but not more than 65 nuts per pound (see paragraph (d) of this section) and;

(d) When size is based on count per pound, the 10 smallest nuts per 100 weigh at least 6 percent of the total weight of the 100 nut sample.

UNCLASSIFIED

§ 51.3502 Unclassified.

"Unclassified" consists of Brazil nuts in the shell which have not been classified in accordance with the foregoing grade. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

APPLICATION OF STANDARDS

§ 51.3503 Application of standards.

The grade of a lot of Brazil nuts shall be determined on the basis of a composite sample drawn at random from containers in various locations in the lot. However, any identifiable portion of the lot in which the Brazil nuts are obviously of a quality or size materially different from that in the majority of containers shall be considered as a separate lot, and shall be sampled and graded separately.

DEFINITIONS

§ 51.3504 Well cured.

"Well cured" means that the shell is free from surface moisture, and that the kernel is firm and crisp, not pliable or leathery.[2]

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[2] The average moisture content of whole nuts or of kernels may be determined by moisture meter, subject to verification by oven drying.

§ 52.3505 Loose extraneous and foreign material.

"Loose extraneous and foreign material" means pieces of pod, pieces of shell, dirt, external insect infestation, or any substance other than Brazil nuts in the shell or Brazil nut kernels.

§ 51.3506 Clean.

"Clean" means that the shell is practically free from dirt or other adhering substance.

§ 51.3507 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, or any other defect, or any combination of defects, which materially detracts from the appearance or the edible or marketing quality of the individual Brazil nut or of the lot. The following defects shall be considered as damage:

(a) Insects when an insect or insect fragment, web, or frass is present inside the shell, or the kernel shows distinct evidence of insect feeding;

(b) Split or broken shells;

(c) Oil stains when affecting an aggregate area of more than 20 percent of the surface of the shell;

(d) Mold when more than 20 percent of the surface of the shell is affected by a slight mold growth or when any mold growth materially detracts from the appearance of the shell, or when any mold growth noticeably affects the kernel; and,

(e) Discoloration when the affected area penetrates more than one-sixteenth inch into the kernel.

§ 51.3508 Reasonably well developed.

"Reasonably well developed" means that the kernel fills at least one-half of the capacity of the shell.

§ 51.3509 Rancidity.

"Rancidity" means that state of deterioration in which any portion of the kernel has developed a rancid taste.

§ 51.3510 Decay.

"Decay" means that any portion of the kernel is decomposed.

§ 51.3511 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, or any other defect, or any combination of defects, which seriously detracts from the appearance or the edible or marketing quality of the individual Brazil nut. The following defects shall be considered serious damage:

(a) Split, broken, or punctured shells when the kernel is plainly visible through a split, cracked, or punctured shell without application of pressure;

(b) Oil stains when affecting an aggregate area of more than 50 percent of the shell;

(c) Mold when more than 50 percent of the surface of the shell is affected by a slight mold growth or when any mold growth seriously detracts from the appearance of the shell, or when any mold growth noticeably affects the kernel;

(d) Discoloration when affecting more than 50 percent of the flesh of the kernel; and,

(e) Rancidity or decay.

Subpart—United States Standards for Grades of Mixed Nuts in the Shell

SOURCE: 46 FR 41758, Aug. 18, 1981, unless otherwise noted. Redesignated at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.3520 General.

Any lot of mixed nuts in the shell which is classified as meeting the requirements of a U.S. grade for mixed nuts in the shell is required to conform to the applicable mixture, sizes, and grades set forth in one of the following grades. Each species of nut shall be graded individually in accordance with U.S. standards currently in effect for that species. The percentages in the mixture shall be determined on the basis of weight, and each species must conform to the minimum and maximum percentages specified in the mixture as set forth in §§ 51.3521—51.3523. A composite sample shall be drawn to determine mixture, size, and grade. When any species in a lot fails to meet the applicable requirements as to mixture, size, or grade prescribed for a particular U.S. grade for mixed nuts in the shell, the entire lot fails to meet the requirements of such U.S. grade.

GRADES

§ 51.3521 U.S. Extra Fancy.

Nut species	Allowable mixture		Minimum size	Minimum grade
	Minimum percent	Maximum percent		
Almonds	10	40	$^{28}/_{64}$ inch (11.1mm)	U.S. No. 1.
Brazils	10	40	Medium	Do.
Filberts	10	40	Long type varieties: $^{44}/_{64}$ inch (17.5 mm)	Do.
			Round type varieties: $^{49}/_{64}$ inch (19.4 mm)	
Pecans	10	40	Extra large	Do.
Walnuts	10	40	Large	Do.

[48 FR 38790, Aug. 26, 1983]

§ 51.3522 U.S. Fancy.

Nut species	Allowable mixture		Minimum size	Minimum grade
	Minimum percent	Maximum percent		
Almonds	10	40	$^{28}/_{64}$ inch (11.1 mm)	U.S. No. 1.
Brazils	10	40	Medium	Do.
Filberts	10	40	Long type varieties: $^{44}/_{64}$ inch (17.5 mm)	Do.
			Round type varieties: $^{49}/_{64}$ inch (19.4 mm)	
Pecans	10	40	Large	Do.
Walnuts	10	40	Medium	Do.

[48 FR 38790, Aug. 26, 1983]

§ 51.3523 U.S. Commercial or U.S. Select.

Nut species	Allowable mixture		Minimum size	Minimum grade
	Minimum percent	Maximum percent		
Almonds	5	40	$^{28}/_{64}$ inch (11.1 mm)	U.S. No. 1.
Brazils	5	40	Medium	U.S. No. 1.
Filberts	5	40	Long type varieties: $^{34}/_{64}$ inch (13.5 mm).	U.S. No. 1.
			Round type varieties: $^{45}/_{64}$ inch (17.9 mm).	U.S. No. 1.

Nut species	Allowable mixture		Minimum size	Minimum grade
	Minimum percent	Maximum percent		
Pecans	5	40	Medium	(a) External quality: U.S. No. 1. (b) Internal quality: 75 percent U.S. No. 1 quality with not more than 10 percent seriously damaged kernels, including therein not more than 7 percent which are rancid, moldy, decayed, or injured by insects, including not more than one-half of one percent live insects inside the shell.
Walnuts	5	40	Baby	(a) External quality: 85 percent U.S. No. 1 quality. (b) Internal quality: 85 percent U.S. No. 1 quality, except that the lot need only meet the requirements for U.S. No. 2 grade for kernel color; with not more than 8 percent seriously damaged kernels, including therein not more than 5 percent which are damaged by insects.

Subpart—United States Standards for Grades of Endive, Escarole, or Chicory

SOURCE: 29 FR 11743, Aug. 18, 1964, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.3535 General.

These standards do not apply to French Endive or Chicory marketed for its roots.

GRADE

§ 51.3536 U.S. No. 1.

"U.S. No. 1" consists of plants of endive, escarole or chicory of similar varietal characteristics which are fresh, well trimmed and fairly well blanched, and which are free from decay and free from damage caused by seedstems, broken, bruised, spotted, or discolored leaves, wilting, dirt, disease, insects or other means.

UNCLASSIFIED

§ 51.3537 Unclassified.

"Unclassified" consists of plants of endive, escarole or chicory which have not been classified in accordance with the foregoing grade. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.3538 Tolerances.

In order to allow for variations incident to proper grading and handling, the following tolerances, by count, shall be permitted in any lot:

(a) 10 percent for plants of endive, escarole or chicory which fail to meet the requirements of the grade: *Provided,* That included in this amount not more than 5 percent shall be allowed for defects causing serious damage, including in this latter amount not more than 2 percent for plants affected by decay.

APPLICATION OF TOLERANCES

§ 51.3539 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade:

(a) For a tolerance of 10 percent individual packages may contain not more than one and one-half times the specified tolerance, and for a tolerance of less than 10 percent individual packages may contain not more than double the specified tolerance, except that at least one defective plant may be permitted in any package.

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DEFINITIONS

§ 51.3540 Similar varietal characteristics.

"Similar varietal characteristics" means that the plants in any package are of the same type such as curly-leaved endive or broad-leaved escarole.

§ 51.3541 Fresh.

"Fresh" means that the plant as a whole has normal succulence and the outermost leaves are not more than slightly wilted.

§ 51.3542 Well trimmed.

"Well trimmed" means that the roots are neatly cut near the point of attachment of the outer leaf stems.

§ 51.3543 Fairly well blanched.

"Fairly well blanched" means that the plant has a yellowish-white to white heart formation with a spread averaging not less than four inches in diameter when the head is opened as far as possible without breaking the leaves or leaf stems.

§ 51.3544 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance, or the edible or shipping quality of the individual plant or the lot as a whole.

§ 51.3545 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance or the edible or shipping quality of the individual plant or the lot as a whole.

Subpart—United States Standards for Grades of Bunched Italian Sprouting Broccoli

SOURCE: 32 FR 8859, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3555 U.S. Fancy.

"U.S. Fancy" consists of bunched stalks of Italian Sprouting Broccoli. Each bunch shall be free from decay, and from damage caused by overmaturity, discoloration of bud clusters or leaves, freezing, wilting, dirt or other foreign material, disease, insects, mechanical or other means. The bud clusters in each bunch shall be generally compact. Each bunch shall be neatly and fairly evenly cut off at the base, and closely trimmed unless otherwise specified as "well trimmed." (See § 51.3560.)

(a) The diameter of each stalk shall be not less than 2½ inches. The length of each stalk shall be not less than 6 inches or more than 8½ inches. (See § 51.3560.)

§ 51.3556 U.S. No. 1.

"U.S. No. 1" consists of bunched stalks of Italian Sprouting Broccoli. Each bunch shall be free from decay, and from damage caused by overmaturity, discoloration of bud clusters or leaves, freezing, wilting, dirt or other foreign material, disease, insects, mechanical or other means. The bud clusters in each bunch shall be generally fairly compact. Each bunch shall be neatly and fairly evenly cut off at the base, and well trimmed, unless otherwise specified as "closely trimmed", "fairly well trimmed", or "leafy". (See § 51.3560.)

(a) There are no requirements for diameter but diameter may be specified for any lot as set forth in § 51.3559. Unless otherwise specified, the length of each stalk shall be not less than 5 inches or more than 9 inches.

§ 51.3557 U.S. No. 2.

"U.S. No. 2" consists of bunched stalks of Italian Sprouting Broccoli. Each bunch shall be free from decay, and from damage caused by overmaturity, insects, and from serious damage caused by discoloration of bud clusters or leaves, freezing, wilting, dirt or other foreign material, disease, or mechanical or other means. Each bunch shall be fairly well trimmed unless otherwise specified as "closely trimmed," or "well trimmed," or "leafy". (See § 51.3560.)

(a) There are no requirements for diameter or length, but size may be specified for any lot in connection with the grade, as set forth in § 51.3559. (See § 51.3560.)

UNCLASSIFIED

§ 51.3558 Unclassified.

"Unclassified" consists of broccoli which has not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

SIZE SPECIFICATIONS

§ 51.3559 Size specifications.

(a) *Diameter.* The terms "heads" and "shoots" may be used to designate size of stalks in connection with U.S. No. 1 and U.S. No. 2 grades. If heads and shoots are mixed, the percentage, by weight, of heads contained in the lot may be specified.

(1) The minimum or maximum diameter, or both, in terms of inches and quarter inches, may be specified for the lot as a whole or for a certain percentage, by weight, of the lot; for example: "2 inches minimum," or "50 percent 3¼ inches or larger," or "75 percent 2½ inches or larger."

(b) *Length.* The minimum or maximum length, or both, in terms of inches or half inches, may be specified in connection with U.S. No. 1 or U.S. No. 2 grades in accordance with the facts: for example, "7 inches minimum length," or "6½ to 8½ inches long."

TOLERANCES

§ 51.3560 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances are provided as specified:

(a) *For defects.* Ten percent for bunches in any lot which fail to meet the requirements of the specified grade, including therein not more than 2 percent for bunches which are affected by decay.

(1) Percentages shall be determined on the basis of count, except that when bunches are not fairly uniform in size, percentages shall be determined on the basis of weight.

(b) *For size.* (1) Ten percent, by weight, for stalks in any lot which fail to meet the size requirements of the specified grade or any sizes specified for length and diameter.

(2) When a percentage of the broccoli in a lot is specified to be "heads" or of a certain diameter and larger, no part of any tolerance shall be used to reduce such a percentage for the lot as a whole; but individual containers may have not more than 15 percentage points less than the percentage specified: *Provided,* That the entire lot averages within the percentage specified.

APPLICATION OF TOLERANCES

§ 51.3561 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations:

(a) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerance specified, except that when the package contains 15 bunches or less, individual packages may contain not more than double the tolerance specified: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade.

(b) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than double the tolerance specified: *Provided,* That at least one bunch which does not meet the requirements shall be allowed in any one package. *And provided further,* That the averages for the entire lot are within the tolerances specified for the grade.

DEFINITIONS

§ 51.3562 Stalk.

"Stalk" means a portion of the broccoli plant including the stem, bud clusters and leaves. Individual stalks may be designated as "heads" or "shoots" as follows:

(a) "Head" means a stalk of broccoli having a cluster of closely associated buds which is 2¼ inches or larger in diameter.

(b) "Shoot" means a stalk of broccoli having bud clusters which fail to meet the requirements for a head.

§ 51.3563 Bunch.

"Bunch" means stalks bound together to form a unit. A single stalk may be considered a bunch if it is approximately as large as other bunches in the lot.

§ 51.3564 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the bunch. The following specific defects shall be considered as damage:

(a) Overmaturity, when the appearance of the bunch is materially affected by the presence of open flower buds, or buds which are enlarged and on the verge of opening.

(b) Discoloration of bud clusters, when the appearance of the bunch is materially affected by buds which have a noticeably yellowish, brownish or reddish cast in contrast to the desirable good green color. A bluish or purplish cast over the green is often characteristic of good broccoli and shall not be considered as damage.

(c) Discoloration of leaves, when the appearance of the bunch is materially affected by discolored leaves or parts of leaves.

§ 51.3565 Compact.

"Compact" means that the individual buds in the bud cluster are generally small and tightly crowded together, and that the bud clusters on the stalk are generally close together and feel fairly firm and moderately resistant to pressure.

§ 51.3566 Fairly compact.

"Fairly compact" means that the individual buds and bud clusters on the stalk are generally close together so that the top of the clusters do not have a ragged appearance or feel very soft.

§ 51.3567 Closely trimmed.

"Closely trimmed" means that not more than a total of 5 percent, by weight, of the bunch consists of attached stems and leaves that are longer than the average length of the bunch, regardless of point of attachment, or loose leaves and stems.

§ 51.3568 Well trimmed.

"Well trimmed" means that not more than a total of 15 percent, by weight, of the bunch consists of attached stems and leaves that are longer than the average length of the bunch, regardless of point of attachment, or loose leaves and stems.

§ 51.3569 Fairly well trimmed.

"Fairly well trimmed" means that not more than a total of 30 percent, by weight, of the bunch consists of attached stems and leaves that are longer than the average length of the bunch, regardless of point of attachment, or loose leaves and stems.

§ 51.3570 Leafy.

"Leafy" means that more than 30 percent, but not more than 50 percent, by weight, of the bunch consists of attached stems and leaves that are longer than the average length of the bunch, regardless of point of attachment, or loose leaves and stems.

§ 51.3571 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance or the edible or marketing quality of the bunch. The following specific defects shall be considered as serious damage:

(a) Discoloration of bud clusters, when the buds have a decidedly yellowish, brownish, or reddish cast which seriously detracts from the appearance of the bunch. A bluish or purplish cast over the green is often characteristic of good broccoli and shall not be considered as serious damage.

(b) Discoloration of leaves, when the appearance of the bunch is seriously affected by discolored leaves or parts of leaves.

§ 51.3572 Diameter.

"Diameter" means the average measurement across the bud cluster at the top of the stalk.

§ 51.3573 Length.

"Length" means the total length of the stalk measured from the base of the stem to the top of the bud cluster.

Subpart—United States Standards for Grades of Southern Peas for Processing

SOURCE: 30 FR 6063, Apr. 29, 1965, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.3585 Application.

These standards are intended to apply only to the seed pods of plants of the species Vigna sinensis, generally known as "southern peas" or "field peas" which are to be used for processing into frozen or canned products. The standards will serve as a basis for grading the quality of loads of peas delivered to processing plants, and thus establish a basis for a more equitable pricing structure. Pricing, for example, could be based upon either of the following formulas:

(a) A stated price per pound gross weight for loads meeting U.S. No. 1 grade, another price for loads meeting U.S. No. 2 grade, etc.

(b) A stated price per pound for the recoverable seeds in loads grading U.S. No. 1, another price for seeds of loads grading U.S. No. 2, etc.

Under this system the recoverable percentage of seeds would be determined from the inspection sample by use of a sample sheller.

§ 51.3586 Method of inspection.

In determining the grade of a load of peas, a composite sample should be obtained by drawing small amounts from numerous locations in the load. The sample should be thoroughly mixed and an even-weighted portion of it inspected and analyzed for quality. Percentages of pod defects shall be calculated on the basis of the weight of the sample analyzed. Percentages of defective peas shall be calculated on the basis of the weight of recoverable peas shelled out of the sample.

GRADES

§ 51.3587 U.S. No. 1.

"U.S. No. 1" consists of southern peas which are free from extraneous material. The pods are at least fairly well matured but not excessively mature, and are fairly fresh and free from decay. The seeds are of similar varietal characteristics, free from sting scars, insects, insect eggs and decay, and free from damage caused by discoloration, splits, cracked skins or other means. Fifty percent or more, by weight, of the seeds of light colored seeded varieties in this grade have at least a tinge of green (see § 51.3590).

§ 51.3588 U.S. No. 2.

"U.S. No. 2" consists of southern peas which are free from extraneous material. The pods are at least fairly well matured and free from decay. The seeds are of similar varietal characteristics, free from sting scars, insects, insect eggs and decay, and free from damage caused by discoloration, splits, cracked skins or other means (see § 51.3590).

OFF GRADE

§ 51.3589 Off grade.

"Off grade" consists of lots of southern peas which fail to meet the requirements of either of the foregoing grades.

TOLERANCES

§ 51.3590 Tolerances.

In order to allow for variations incident to proper harvesting and handling, the following tolerances, by weight, are provided in each of the grades as specified:

TOLERANCES FOR GRADE DEFECTS

Grade	Extraneous material	External (pod) defects	Internal (seed) defects	Seed color
U.S. No. 1	2 percent	5 percent not fairly well matured.	5 percent for seeds of dissimilar variety	No tolerance to reduce the required 50 percent of seeds of light colored Seeded varieties having a tinge of green.
		5 percent excessively mature.	5 percent total for other defects including therein not more than.	
		1 percent decay	2 percent for serious defects, but not more than one-half of the latter amount or.	
			1 percent for decay. No tolerance for seeds containing insects or insect eggs.	
U.S. No. 2	5 percent	25 percent not fairly well matured.	5 percent for seeds of dissimilar variety	No requirements.
		3 percent decay	8 percent total for other defects, including therein not more than.	
			4 percent for serious defects, but not more than one-half of the latter amount of.	
			2 percent for decay or seeds containing insect eggs. No tolerance for seeds containing insects.	

DEFINITIONS

§ 51.3591 Extraneous material.

"Extraneous material" means all substances other than southern peas in pods and loose peas. Included are pieces of vine, leaves, dirt, sticks, stones and other foreign material.

§ 51.3592 Fairly well matured.

"Fairly well matured" means that the pea has reached the stage of development at which the seeds generally separate cleanly from the lining of the pods as they are shelled.

§ 51.3593 Excessively mature.

"Excessively mature" means that the pea has reached an advanced stage of maturity at which the pod is dry or almost dry and the seeds are shrunken and doughy to hard in texture.

§ 51.3594 Fairly fresh.

"Fairly fresh" means that the lot as a whole is not materially heated and the pods are not becoming mushy.

§ 51.3595 Decay.

"Decay" means that the pod or the seed is affected by decomposition or rot.

§ 51.3596 Recoverable seeds.

"Recoverable seeds' means the seeds free from adhering pod tissue which are shelled out of the sample by the customary sample shelling machine method.

§ 51.3597 Similar varietal characteristics.

"Similar varietal characteristics" means that the seeds in any lot of peas are of one variety, or are of two or more varieties having seeds of similar size and color.

§ 51.3598 Insects.

(a) "Insects" means insects or insect larvae inside the seed.

(b) "Sting scars" means scars on the seed caused by insect punctures of the seed coat.

(c) "Insect eggs" means eggs embedded in or attached to the seed.

§ 51.3599 Damage.

"Damage" means any specific defect mentioned in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which materially detracts from the processing quality of the individual seed or of the seeds in the lot as a whole. The following specific defects shall be considered as damage:

(a) Discoloration when the seed coat is so stained or discolored that it will be conspicuously noticeable after blanching;

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(b) Splits when the two halves of the seed separate in the usual shelling operation; and,

(c) Cracked skins when the seed coat is split open exposing the inner portion of the seed.

§ 51.3600 Tinge of green.

"Tinge of green" means that the seed retains at least a faintly greenish cast over part or all of the surface.

§ 51.3601 Serious defects.

"Serious defects" means seeds affected by decay, insects, sting scars, insect eggs or dark brown or black discoloration.

Subpart—United States Standards for Grades of American (Eastern Type) Bunch Grapes

SOURCE: 30 FR 3371, Mar. 13, 1965, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3610 U.S. Fancy Table Grapes.

"U.S. Fancy Table Grapes" consists of bunches of grapes of one variety (except when designated as assorted varieties) which are mature and well colored. The berries are firm, firmly attached to capstems, and are not split, shattered, crushed, dried or wet, and are free from decay, mold, mildew, berry moth, russeting and hail, and from damage caused by freezing, disease, insects, or other means.

(a) *Bunches.* At least 50 percent of the bunches in each container are compact, the remainder fairly compact. They are not excessively small, except that compact portions of bunches consisting of not less than five berries may be used to fill open spaces between whole bunches.

(b) *Size of berries.* Not less than 90 percent, by count, of the berries, exclusive of dried berries, on each bunch shall have a minimum diameter, unless otherwise specified, of $^9/_{16}$ of an inch.

(c) *Tolerances.* In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, are permitted:

(1) 5 percent for bunches in any lot which are straggly;

(2) 10 percent for bunches in any lot which fail to meet the requirement for minimum diameter of berries; and

(3) 10 percent for bunches and berries in any lot which fail to meet the remaining requirements of this grade, including therein not more than one-half of this amount, or 5 percent, for berries which are seriously damaged: *Provided,* That included in this latter amount not more than 1 percent may be permitted for berries affected by mold or decay, and not more than 2 percent for dried berries or those affected by berry moth.

[30 FR 3371, Mar. 13, 1965. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981, and amended at 48 FR 40510, Sept. 8, 1983]

§ 51.3611 U.S. No. 1 Table Grapes.

U.S. No. 1 Table Grapes" consists of bunches of grapes of one variety (except when designated as assorted varieties) which are mature and fairly well colored. The berries are firm, firmly attached to capstems, and are not split, shattered, crushed, dried or wet, and are free from decay, mold and berry moth, and from damage caused by freezing, russeting, hail, mildew, other disease, insects, or other means.

(a) *Bunches.* At least 85 percent of the bunches in each container are fairly compact; except that for packages which contain 5 pounds or less, at least 50 percent of the bunches in any container are fairly compact, provided that the average for the lot is not less than 85 percent. Bunches shall not be excessively small, except that portions of bunches consisting of not less than three berries may be used to fill open spaces between whole bunches.

(b) *Size of berries.* Not less than 90 percent, by count, of the berries, exclusive of dried berries, on each bunch shall have a minimum diameter, unless otherwise specified, of $^9/_{16}$ of an inch.

(c) *Tolerances.* In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, are permitted:

(1) 10 percent for bunches in any lot which fail to meet the requirement for minimum diameter of berries; and

(2) 10 percent for bunches and berries in any lot which fail to meet the remaining requirements of this grade, including therein not more than one-half of this amount, or 5 percent, for berries which are seriously damaged: *Provided*, That included in this latter amount not more than 2 percent may be permitted for berries affected by mold or decay and not more than 2 percent for dried berries or those affected by berry moth.

[30 FR 3371, Mar. 13, 1965. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981, and amended at 48 FR 40510, Sept. 8, 1983]

§ 51.3612 U.S. No. 1 Juice Grapes.

"U.S. No. 1 Juice Grapes" consists of bunches of grapes of one variety (except when designated as assorted varieties) which are mature and fairly well colored. The berries are firm, firmly attached to capstems, and are not split, shattered, crushed, dried or wet, and are free from mold, decay and berry moth, and from serious damage caused by freezing, russeting, hail, mildew, other disease, insects, or other means.

(a) *Bunches*. At least 60 percent of the bunches in each container are fairly compact.

(b) *Tolerances*. In order to allow for variations incident to proper grading and handling, not more than 15 percent, by weight, of the bunches and berries in any lot may fail to meet the requirements of this grade, including therein not more than 6 percent for berries which are seriously damaged: *Provided*, That included in this latter amount not more than 3 percent may be permitted for berries affected by mold or decay, and not more than 2 percent for dried berries or those affected by berry moth.

UNCLASSIFIED

§ 51.3613 Unclassified.

"Unclassified" consists of grapes which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.3614 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations, provided that the averages for the entire lot are within the tolerances specified for the grade:

(a) Individual packages which contain more than 5 pounds: Shall contain not more than one and one-half times a specified tolerance of 10 percent or more and not more than double a specified tolerance of less than 10 percent.

(b) Individual packages which contain 5 pounds or less: Shall contain not more than three times the specified tolerance.

[48 FR 40510, Sept. 8, 1983]

DEFINITIONS

§ 51.3615 Mature.

"Mature" means that the grapes are juicy, palatable, and have reached that stage of development at which the skin of the berry easily separates from the pulp. Frozen or slightly frosted stock is not to be confused with mature stock.

§ 51.3616 Firm.

"Firm" means that the berry is reasonably turgid and does not yield more than slightly to moderate pressure.

§ 51.3617 Well colored.

"Well colored" means that the berries show full color characteristic of the variety.

§ 51.3618 Fairly well colored.

"Fairly well colored" means that not less than 75 percent, by weight, of the berries show full color characteristic of the variety; 25 percent of the berries may be partially or poorly colored but not characteristic of immature berries.

§ 51.3619 Shattered.

"Shattered" means that the berry is separated from the bunch and may or may not have the capstem attached.

§ 51.3620 Compact.

"Compact" means that the bunches are well filled and have no open spaces.

§ 51.3621 Fairly compact.

"Fairly compact" means that the bunches are well filled but that the berries are not closely spaced as in "compact" bunches.

§ 51.3622 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of this defect, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or shipping quality of the individual berry or the bunch as a whole. The following specific defect shall be considered as damage:

(a) Mildew when detracting from the appearance of the individual berry or the bunch as a whole. Berries on the inside of the bunch which show only slight traces of mildew are not considered as damaged.

§ 51.3623 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance, or the edible or shipping quality of the individual berry or the bunch as a whole.

§ 51.3624 Straggly.

"Straggly" means that the bunches are decidedly open with large open spaces and very few berries. Small immature shot berries, characteristic of the Worden variety, should be disregarded unless they are excessive in number and detract materially from the appearance.

Subpart—United States Standards for Grades of Okra for Processing

SOURCE: 30 FR 14359, Nov. 17, 1965, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.3635 Application.

These standards are intended to apply only to seed pods of the okra plant (Hibiscus esculentus) delivered to a freezing or canning plant for processing purposes. They may be used as a basis for grading the quality of lots of okra for the purpose of more equitable pricing. It is assumed that a schedule of prices will be established to be paid by the pound for each quality and size of okra to be purchased by the processor. The percentage of each quality and size okra in the lot may be approximately determined by analyzing a representative sample or samples drawn from the lot. The price of the load can be calculated from the number of pounds and the established price of each quality and size.

GRADES

§ 51.3636 U.S. No. 1.

"U.S. No. 1" consists of pods of okra of similar varietal characteristics which are fresh, tender, fairly well colored, fairly well formed, free from decay and worm holes, and free from damage caused by scars, bruises, cuts, punctures, insects, discoloration, dirt or other foreign material or other means. Pods in this grade are at least fairly well trimmed, unless specified as well trimmed or poorly trimmed. (See Size, § 51.3639.)

§ 51.3637 U.S. No. 2.

"U.S. No. 2" consists of pods of okra which meet the requirements of U.S. No. 1 grade except those for color, shape and trim. Okra in this grade may be pale green in color, moderately misshapen and poorly trimmed. (See Size, § 51.3639.)

CULLS

§ 51.3638 Culls.

"Culls" consists of pods of okra which fail to meet the requirements of either of the foregoing grades, and any extraneous material in the lot.

SIZE CLASSIFICATIONS

§ 51.3639 Size classifications.

Okra may be classified as to size in connection with the grade into two or more groups on the basis of specified lengths in inches, or on the basis of the following size classifications:

(a) "Very small" includes pods of okra less than 1¾ inches in length.

(b) "Small" ("baby") includes pods of okra not less than 1¾ inches or more than 3½ inches in length.

(c) "Medium" includes pods of okra more than 3½ inches in length and, unless otherwise specified, not more than 5 inches in length.

(d) "Large," unless otherwise specified, includes pods of okra more than 5 inches in length.

DEFINITIONS

§ 51.3640 Similar varietal characteristics.

"Similar varietal characteristics" means that the pod is of the same type and closely similar in appearance to the rest of the pods in the lot.

§ 51.3641 Fresh.

"Fresh" means that the pod is not appreciably wilted or flabby.

§ 51.3642 Tender.

"Tender" means that the pod is succulent and reasonably free from fiber. The tip will break fairly easily and cleanly when bent back, and flesh of the central portion of the pod can be cut crosswise with a sharp knife using very little pressure.

§ 51.3643 Fairly well colored.

"Fairly well colored" means that the pod of a green variety has a good green color or is at least light green with no yellowish cast.

§ 51.3644 Fairly well formed.

"Fairly well formed" means that the pod is not more than slightly curved, crooked or otherwise not more than slightly deformed.

§ 51.3645 Worm hole.

"Worm hole" means a hole caused by an insect penetrating the wall of the pod.

§ 51.3646 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, or any other defect, or any combination of defects which materially detracts from the edible or processing quality of the pod. The following specific defects shall be considered as damage:

(a) Scars or bruises which will materially detract from the appearance of the pod after processing;

(b) Cuts or punctures which penetrate the wall of the pod.

(c) Insects when the insect is present inside the pod, or when the action of insects has distinctly affected the appearance of the pod;

(d) Discoloration which will materially detract from the appearance of the pod after processing; and,

(e) Dirt or other foreign material which is so firmly attached to the pod that it cannot be removed by the usual processing plant washing.

§ 51.3647 Fairly well trimmed.

"Fairly well trimmed" means that the stem has been broken or cut off at a point not more than three-fourths inch below the cap scar at the base of the pod, and that the open seed cavities have not been exposed by excessively high trimming.

§ 51.3648 Well trimmed.

"Well trimmed" means that the stem has been neatly cut off at a point not more than one-fourth inch below the cap scar at the base of the pod, and that the open seed cavities have not been exposed by excessively high trimming.

§ 51.3649 Pale green.

"Pale green" means that the pod of a green variety has a tinge of green predominating over most or all of its surface, and not more than one-tenth of its surface shows a yellowish cast.

§ 51.3650 Moderately misshapen.

"Moderately misshapen" means that the pod is not badly curved, crooked or otherwise badly misshapen.

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§ 51.3651 Poorly trimmed.

"Poorly trimmed" means that the stem has been broken or cut off at a point more than three-fourths inch below the cap scar at the base of the pod, or that the open seed cavities have been exposed by excessively high trimming.

§ 51.3652 Length.

"Length" means the dimension of the pod measured from the cap scar at the base to the tip end of the pod.

Subpart—United States Standards for Grades of Rhubarb (Field-Grown)

Source: 30 FR 17153, Dec. 31, 1965, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981

GRADES

§ 51.3665 U.S. Fancy.

"U.S. Fancy" consists of stalks of rhubarb of similar varietal characteristics which are very well colored, fresh, tender, straight, clean, well trimmed and not pithy; which are free from decay, and free from damage caused by scars, freezing, disease, insects, or mechanical or other means. (See § 51.3669.)

(a) The diameter of each stalk is not less than 1 inch, and the length not less than 10 inches. (See § 51.3669.)

§ 51.3666 U.S. No. 1.

"U.S. No. 1" consists of stalks of rhubarb of similar varietal characteristics which are well colored, fresh, tender, straight, clean, well trimmed and not pithy; which are free from decay, and free from damage caused by scars, freezing, disease, insects or mechanical or other means. (See § 51.3669.)

(a) Unless otherwise specified, the diameter of each stalk is not less than three-fourths inch, and the length not less than 10 inches. (See § 51.3669.)

§ 51.3667 U.S. No. 2.

"U.S. No. 2" consists of stalks of rhubarb of similar varietal characteristics which are fairly well colored, fresh fairly straight, clean, well trimmed and not pithy; which are free from decay, and free from serious damage caused by scars, freezing, disease, insects or mechanical or other means. (See § 51.3669.)

(a) Unless otherwise specified, the diameter of each stalk is not less than one-half inch, and the length not less than 8 inches. (See § 51.3669.)

UNCLASSIFIED

§ 51.3668 Unclassified.

"Unclassified" consists of rhubarb which has not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards, but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.3669 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by count, are provided as specified:

(a) *For defects.* 10 percent for stalks of rhubarb in any lot which fail to meet the requirements of the designated grade, including not more than one-tenth of this amount, or 1 percent, for stalks affected by decay.

(b) *For size.* 5 percent for stalks of rhubarb in any lot which fail to meet the specified minimum diameter, and 5 percent for stalks of rhubarb in any lot which fail to meet the specified minimum length.

APPLICATION OF TOLERANCES

§ 51.3670 Application of tolerances.

The contents of individual packages in the lot are subject to the following limitations:

(a) For a tolerance of 10 percent, individual packages may contain not more than one and one-half times the tolerance: *Provided,* That the average for the entire lot is within the tolerance specified for the grade.

(b) For a tolerance of 5 percent or less, individual packages may contain not more than double the tolerance specified: *Provided,* That at least one stalk which is defective and one stalk which is undersize may be permitted in any package: *And provided further,* That the averages for the entire lot are within the tolerances specified for the grade.

DEFINITIONS

§ 51.3671 Similar varietal characteristics.

"Similar varietal characteristics" means that the rhubarb stalks are alike in general characteristics.

§ 51.3672 Very well colored.

"Very well colored" means that a pink or red color predominates on three-fourths or more of the length of the stalk.

§ 51.3673 Well colored.

"Well colored" means that a pink or red color predominates on one-half or more of the length of the stalk.

§ 51.3674 Fairly well colored.

"Fairly well colored" means that a pink or red color predominates one one-fourth or more of the length of the stalk.

§ 51.3675 Fresh.

"Fresh" means not limp or wilted.

§ 51.3676 Straight.

"Straight" means that the stalk has not more than a slight concave curvature of the face, and not more than slight twisting along the longitudinal axis of the stalk.

§ 51.3677 Well trimmed.

"Well trimmed" means that the top has been neatly knife-trimmed so that not more than 2 inches of the midribs and thin leaf tissue remains, and that most of the basal husk has been removed.

§ 51.3678 Pithy.

"Pithy" means that the stalk has an open texture with air spaces in the central portion.

§ 51.3679 Damage.

"Damage" means any defect or any combination of defects which materially detracts from the appearance, or the edible or shipping quality of the stalk.

§ 51.3680 Diameter.

"Diameter" means the greatest distance across the flat face of the stalk at the center of its length.

§ 51.3681 Length.

"Length" means the overall length after the stalk has been well trimmed.

§ 51.3682 Fairly straight.

"Fairly straight" means that the stalk is not badly twisted or crooked.

§ 51.3683 Serious damage.

"Serious damage" means any defect or any combination of defects which seriously detracts from the appearance, or the edible or shipping quality of the stalk. Broken, badly bruised, and crushed stalks shall be considered as serious damage.

Subpart—United States Standards for Grades of Fresh Freestone Peaches for Canning, Freezing, or Pulping

SOURCE: 31 FR 7671, May 28, 1966, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3695 U.S. No. 1.

"U.S. No. 1" consists of fresh freestone peaches of similar varietal characteristics which are mature, fairly well formed, firm, firm ripe, or ripe, but not hard or soft; which are free from decay, worms, worm holes, and split pits, and free from damage caused by scab, bacterial spot, other disease, insects, bruises, or other means. Ground color shall not be greener than yellowish-green.

§ 51.3696 U.S. No. 2.

"U.S. No. 2" consists of fresh freestone peaches of similar varietal characteristics which are mature, not badly misshapen, which may be firm, firm ripe, or ripe, but not hard or soft; and are free from decay, worms, worm holes, and from serious damage by split pits, scab, bacterial spot, other disease, insects, bruises, or other means. Ground color shall not be greener than yellowish-green.

BEST COPY

§ 51.3697 U.S. No. 3.

"U.S. No. 3" consists of fresh freestone peaches which meet the requirements of the U.S. No. 2 grade except that there is no requirement for shape and peaches may be hard.

CULLS

§ 51.3698 Culls.

"Culls" consist of peaches which fail to meet the requirements of U.S. No. 3 grade.

APPLICATION OF STANDARDS

§ 51.3699 Application of standards.

It is presumed that sellers usually will not sort peaches into separate grade lots before delivery to the buyer. Under these circumstances no tolerances are provided for defective or undersize peaches, as it is comtemplated that processors will pay for the exact percentage of U.S. No. 1, U.S. No. 2, and U.S. No. 3 peaches in the lot as determined by inspection. However, if the contract between buyer and seller calls for delivery of lots consisting of only one grade, then, unless otherwise specified, a 10 percent tolerance shall be allowed for peaches which fail to meet the requirements, other than size, of the one grade upon which the contract is based, including not more than 2 percent affected by decay, and not more than 1 percent affected by worms. In addition, a 5 percent tolerance shall be allowed for peaches smaller than the specified minimum size and a 10 percent tolerance for peaches larger than the specified maximum size.

CALCULATION OF PERCENTAGES

§ 51.3700 Calculation of percentages.

Calculation of percentages shall be on the basis of weight.

MINIMUM SIZES

§ 51.3701 Minimum sizes.

Minimum sizes for U.S. No. 1, U.S. No. 2, and U.S. No. 3 grades may be fixed by agreement between buyer and seller, and shall be stated in terms of diameter in inches, or inches and not less than eighth-inch fractions thereof.

DEFINITIONS

§ 51.3702 Mature.

"Mature" means the peach has reached a stage of growth which will insure satisfactory completion of the ripening process.

§ 51.3703 Fairly well formed.

"Fairly well formed" means that the peach will yield two reasonably well shaped halves.

§ 51.3704 Hard.

"Hard" means that the peach is solid and does not yield to moderate pressure.

§ 51.3705 Firm.

"Firm" means that the peach is fairly solid but yields very slightly to moderate pressure.

§ 51.3706 Firm ripe.

"Firm ripe" means that the peach is relatively firm but yields moderately to moderate pressure.

§ 51.3707 Ripe.

"Ripe" means that the peach yields readily to moderate pressure.

§ 51.3708 Soft.

"Soft" means that the peach is overripe, has little resistance to slight pressure, and is too near deterioration to be desirable for processing. Such softness is a result of advanced maturity and is not to be confused with bruising.

§ 51.3709 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which will prevent removal of the skin of the peach by efficient commercial peeling operations; or will cause waste to the extent that the fruit, after trimming, will not yield two reasonably well formed halves; or which will materially detract from the processing quality of the peach or materially impede preparation of the peach for processing. The following specific defects shall be considered as damage:

(a) Scattered scab which exceeds an aggregate area of three-eighths inch in diameter, or scab which is sunken below the skin surface into the flesh of the peach to the extent that it cannot be removed by two shallow cuts;

(b) Bacterial spot which exceeds an aggregate area of three-eighths inch in diameter, or which has cracked the flesh of the peach to the extent that the injured flesh cannot be removed by two shallow cuts.

§ 51.3710 Not badly misshapen.

"Not badly misshapen" means that the peach will yield one reasonably well shaped half.

§ 51.3711 Serious damage.

"Serious damage" means any specific defect described in this section; or any equally objectionable variation of any one of these defects, any other defect, or any combination of defects which will prevent removal of the skin by efficient commercial peeling operations without excessive hand trimming; or which will cause waste of more than 20 percent, by weight, of the flesh of the peach or will seriously detract from the processing quality of the peach or seriously impede preparation of the peach for processing. The following specific defects shall be considered as serious damage:

(a) Scab when sunken into the flesh of both halves of the peach to the extent that removal would require excessive hand trimming; and,

(b) Bacterial spot which has cracked the flesh of both halves of the peach to the extent that removal would require excessive hand trimming.

§ 51.3712 Diameter.

"Diameter" means the shortest distance measured through the center of the peach at right angles to a line running from the stem to the blossom end.

Subpart—United States Standards for Grades of Fresh Asparagus

SOURCE: 31 FR 3185, Feb. 26, 1966, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3720 U.S. No. 1.

"U.S. No. 1" consists of stalks of asparagus which are fresh, well trimmed, and fairly straight; which are free from decay and free from damage caused by spreading or broken tips, dirt, disease, insects, or other means.

(a) *Size.* Unless otherwise specified, the diameter of each stalk is not less than one-half inch.

(b) *Color.* Unless otherwise specified, not less than two-thirds of the stalk length is of a green color.

(c) *Tolerances.* In order to allow for variations incident to proper grading and handling, the following tolerances, by count, are provided as specified:

(1) *For defects.* 10 percent for stalks in any lot which fail to meet the requirements of this grade other than for trimming, including therein not more than 5 percent for defects causing serious damage: *Provided,* That not more than one-fifth of this latter amount, or 1 percent, shall be allowed for stalks affected by decay. In addition, not more than 10 percent of the stalks in any lot may fail to meet the trimming requirement.

(2) *For off-size.* 10 percent for stalks in any lot which fail to meet the specified diameter or length requirements.

§ 51.3721 U.S. No. 2.

"U.S. No. 2" consists of stalks of asparagus which are fresh, fairly well trimmed, and not badly misshapen; which are free from decay and free from serious damage caused by spreading or broken tips, dirt, disease, insects or other means.

(a) *Size.* Unless otherwise specified, the diameter of each stalk is not less than five-sixteenths inch.

(b) *Color.* Unless otherwise specified, not less than one-half of the stalk length is of a green color.

(c) *Tolerances.* In order to allow for variations incident to proper grading and handling, the following tolerances, by count, are provided as specified:

(1) *For defects.* 10 percent for stalks in any lot which fail to meet the requirements of this grade other than for trimming, including therein not more than one-tenth of this tolerance, or 1 percent, shall be allowed for stalks affected by decay. In addition, not more than 10 percent of the stalks in any lot may fail to meet the trimming requirement.

(2) *For off-size.* 10 percent for stalks in any lot which fail to meet the specified diameter or length requirements.

UNCLASSIFIED

§ 51.3722 Unclassified.

"Unclassified" consists of stalks of asparagus which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.3723 Application of tolerances.

The contents of individual packages in the lot are subject to the following limitations:

(a) Packages which contain more than 50 stalks shall have not more than 1½ times a specified tolerance of 10 percent or more, or not more than double a specified tolerance of less than 10 percent: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade.

(b) Packages which contain 50 stalks or less shall have not more than 4 times the tolerance specified, except that at least 2 defective and 2 off-size stalks may be permitted in any package: *Provided,* That not more than 1 stalk which is affected by decay may be permitted in any package. *And provided further,* That the averages for the entire lot are within the tolerances specified for the grade.

DIAMETER CLASSIFICATION

§ 51.3724 Diameter classification.

The following terms are provided for describing the diameters of any lot:

Very Small	Less than 5/16 inch.
Small	5/16 inch to less than 8/16 inch.
Medium	8/16 inch to less than 11/16 inch.
Large	11/16 inch to less than 14/16 inch.
Very Large	14/16 inch and up.

AMOUNT OF GREEN COLOR

§ 51.3725 Amount of green color.

When the asparagus in a lot has less or more green color than is specified in the grade it may be described as ¼ stalk length green, ¾ stalk length green, etc., in accordance with the facts.

STALK LENGTH

§ 51.3726 Stalk length.

There is no minimum stalk length specified in the grades but the minimum stalk length may be stated in terms of whole inches or whole and half inches in connection with the grade designation as "U.S. No. 1, 8½-inch minimum", "U.S. No. 1 Large, 7-inch minimum", "U.S. No. 1 Large, 10½-inch minimum", etc., in accordance with the facts.

DEFINITIONS

§ 51.3727 Fresh.

"Fresh" means that the stalk is not limp or flabby.

§ 51.3728 Well trimmed.

"Well trimmed" means that at least two-thirds of the butt of the stalk is smoothly trimmed in a plane approximately parallel to the bottom of the container and that the butt is not stringy or frayed.

§ 51.3729 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the stalk.

§ 51.3730 Diameter.

"Diameter" means the greatest thickness of the stalk measured at a point approximately 1 inch from the butt.

§ 51.3731 Fairly well trimmed.

"Fairly well trimmed" means that at least one-third of the butt of the stalk is smoothly trimmed in a plane approximately parallel to the bottom of the container and that the butt is not badly stringy or frayed.

§ 51.3732 Badly misshapen.

"Badly misshapen" means that the stalk is so badly flattened, crooked or otherwise so badly deformed that its appearance is seriously affected.

§ 51.3733 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the stalk.

METRIC CONVERSION TABLE

§ 51.3734 Metric conversion table.

Inches	Millimeters (mm)
1/8 equals	3.2
1/4 equals	6.4
5/16 equals	7.9
3/8 equals	9.5
1/2 equals	12.7
5/8 equals	15.9
11/16 equals	17.5
3/4 equals	19.1
7/8 equals	22.2
1 equals	25.4
1 1/4 equals	31.8
1 1/2 equals	38.1
1 3/4 equals	44.5
2 equals	50.8
3 equals	76.2
4 equals	101.6
5 equals	127.0
6 equals	152.4
7 equals	177.8
8 equals	203.3
9 equals	228.7
10 equals	254.1

Subpart—United States Standards for Grades of Honey Dew and Honey Ball Type Melons

SOURCE: 32 FR 3213, Feb. 24, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3740 U.S. No. 1.

"U.S. No. 1" consists of honey dew or honey ball type melons which are mature, firm, well formed, which are free from decay, and free from damage caused by dirt, aphis stain, rust spots, bruises, cracks, broken skin, sunscald, sunburn, hail, moisture, insects, disease, or other means. (See § 51.3744.)

§ 51.3741 U.S. Commercial.

"U.S. Commercial" consists of honey dew or honey ball type melons which meet the requirements of U.S. No. 1 grade except for the increased tolerances for defects. (See § 51.3744.)

§ 51.3742 U.S. No. 2.

"U.S. No. 2" consists of honey dew or honey ball type melons which are mature, firm, fairly well formed, free from decay and free from serious damage by any cause. (See § 51.3744.)

UNCLASSIFIED

§ 51.3743 Unclassified.

"Unclassified" consists of melons which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.3744 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by count, are provided as specified:

(a) *U.S. No. 1.* 10 percent for melons in any lot which fail to meet the requirements of the grade: *Provided,* That not more than one-half of this amount, or 5 percent, shall be allowed for defects causing serious damage, including in this latter amount not more than 1 percent for melons affected by decay.

(b) *U.S. Commercial.* 20 percent for melons in any lot which fail to meet the requirements of this grade: *Provided,* That not more than one-fourth of this amount, or 5 percent, shall be allowed for defects causing serious damage, including in this latter amount not more than 1 percent for melons affected by decay.

(c) *U.S. No. 2.* 10 percent for melons in any lot which fail to meet the requirements of this grade including not more than 1 percent for melons affected by decay.

APPLICATION OF TOLERANCES

§ 51.3745 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations:

(a) For a tolerance of 10 percent or more, individual packages shall have not more than 1½ times the tolerance specified: *Provided,* That when the package contains 15 specimens or less, any individual package shall have not more than double the tolerance specified, except that at least one defective specimen may be permitted in any package: *And provided further,* That the averages for the entire lot are within the tolerances specified for the grade.

(b) For a tolerance of less than 10 percent, individual packages in any lot shall have not more than double the tolerance specified, except that at least one defective specimen may be permitted in any package: *Provided,* That the averages for the entire lot are within the tolerances specified for the grade.

DEFINITIONS

§ 51.3746 Mature.

"Mature" means that the melon has reached the stage of maturity which will insure the proper completion of the normal ripening process.

§ 51.3747 Well formed.

"Well formed" means that the melon has the normal shape characteristic of the variety.

§ 51.3748 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the melon.

(a) The following specific defects shall be considered as damage:

(1) Sunburn which causes the rind to become brownish in color, hard, tough, or thin; and,

(2) Bruising when the size or color of the affected area materially detracts from the appearance.

(b) The following blemishes shall not be considered as damage:

(1) Slight bruising caused by light pressure of the weight of other melons or from lidding of the crate;

(2) Yellow spots;

(3) Superficial hail spots;

(4) Slight surface scratches caused by picking or packing; or,

(5) Netting, either raised or occurring as very shallow cracks in the skin.

§ 51.3749 Serious damage.

"Serious damage" means any defect or any combination of defects which seriously detracts from the appearance, or the edible or marketing quality of the melon.

Subpart—United States Standards for Grades of Globe Artichokes

SOURCE: 34 FR 6180, May 5, 1969, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3785 U.S. No. 1.

"U.S. No. 1" consists of artichokes which meet the following requirements:

(a) Basic requirements:

(1) Properly trimmed;

(2) Fairly well formed;

(3) Not overdeveloped; and,
(4) Fairly compact.
(b) Free from decay.
(c) Not damaged by any other cause.
(d) Fairly uniform in size.
(e) For tolerances see § 51.3787.

§ 51.3786 U.S. No. 2.

"U.S. No. 2" consists of artichokes which meet the following requirements:

(a) Basic requirements:
(1) Not overdeveloped; and,
(2) Not badly spread.
(b) Free from decay.
(c) Not seriously damaged by any other cause.
(d) Fairly uniform in size.
(e) For tolerances see § 51.3787.

TOLERANCES

§ 51.3787 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by count, are provided as specified:

(a) 10 percent for artichokes in any lot which fail to meet the requirements for the grade, including not more than 2 percent for artichokes affected by decay.

APPLICATON OF TOLERANCES

§ 51.3788 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations:

(a) For a tolerance of 10 percent or more, individual packages shall have not more than 1½ times the tolerance specified, and for a tolerance of less than 10 percent individual packages shall have not more than double the tolerance specified: *Provided,* That at least one defective specimen may be allowed in any package: *And provided further,* That the averages for the entire lot are within the tolerances specified for the grade.

DEFINITIONS

§ 51.3789 Properly trimmed.

"Properly trimmed" means that the stem is smoothly cut and not excessively long.

§ 51.3790 Fairly well formed.

"Fairly well formed" means that the artichoke is not excessively long and pointed.

§ 51.3791 Fairly compact.

"Fairly compact" means that the artichoke is reasonably firm and not more than slightly spread.

§ 51.3792 Overdeveloped.

"Overdeveloped" means that the artichoke has a brownish color; that the scales are tough, leathery, and stringy; and, that the flower in the center of the bud has turned dark pink or purple and become fuzzy.

§ 51.3793 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the artichoke.

§ 51.3794 Fairly uniform in size.

"Fairly uniform in size" means that not more than 10 percent, by count, of the artichokes in any container may vary more than one-half inch in diameter.

(a) "Diameter" means the greatest dimension measured at right angles to a line from the stem to the opposite end of the artichoke.

§ 51.3795 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the artichoke.

METRIC CONVERSION TABLE

§ 51.3796 Metric conversion table.

Inches	Millimeters (mm)
⅛ equals	3.2
¼ equals	6.4
½ equals	12.7
¾ equals	19.1
1 equals	25.4
1½ equals	38.1
2 equals	50.8
3 equals	76.2
4 equals	101.6
5 equals	127.0
6 equals	152.4

Inches	Millimeters (mm)
7 equals	177.8
8 equals	203.2
9 equals	228.6

Subpart—United States Standards for Grades of Lima Beans

SOURCE: 32 FR 8859, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3805 U.S. No. 1.

"U.S. No. 1" consists of pods of lima beans of similar varietal characteristics which are fairly well filled and not excessively small, not badly misshapen, and which are fresh, and not overmature, free from soft decay, sprouted beans, worm holes, and from damage caused by dirt, russeting, scars, leaves or other foreign matter, freezing, hail, disease, insects, or mechanical or other means.

(a) In order to allow for variations incident to proper grading and handling, not more than a total of 10 percent, by weight, of the pods of lima beans in any lot may be below the requirements of this grade, but not more than one-half of this tolerance, or 5 percent, shall be allowed for defects causing serious damage, and not more than one-fifth of this amount, or 1 percent, shall be allowed for lima beans affected by soft decay.

§ 51.3806 U.S. Combination.

"U.S. Combination" consists of a combination of U.S. No. 1 and U.S. No. 2 lima beans: *Provided*, That at least 75 percent, by weight, meet the requirements of U.S. No. 1 grade.

(a) In order to allow for variations incident to proper grading and handling, not more than a total of 10 percent, by weight, of the pods of lima beans in any lot may be below the requirements of U.S. No. 2 grade, but not more than one-tenth of this amount, or 1 percent, shall be allowed for lima beans affected by soft decay. No part of this tolerance shall be allowed to reduce for the lot as a whole the percentage of U.S. No. 1 lima beans required in the combination but individual containers may have not more than 10 percent less than the percentage of U.S. No. 1 lima beans required.

§ 51.3807 U.S. No. 2.

"U.S. No. 2" consists of pods of lima beans of similar varietal characteristics, which are reasonably well filled, fairly fresh and not overmature, free from soft decay and from serious damage caused by dirt, russeting, scars, leaves or other foreign matter, freezing, hail, disease, insects, or mechanical or other means.

(a) In order to allow for variations incident to proper grading and handling, not more than a total of 10 percent, by weight, of the pods of lima beans in any lot may be below the requirements of this grade, but not more than one-tenth of this amount, or 1 percent, shall be allowed for lima beans affected by soft decay.

UNCLASSIFIED

§ 51.3808 Unclassified.

"Unclassified" consists of pods of lima beans which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.3809 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations:

(a) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerance specified: *Provided*, That the average for the entire lot is within the tolerance specified for the grade.

(b) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than double the tolerance specified: *Provided*, That the average for the entire lot is within the tolerance specified for the grade.

DEFINITIONS

§ 51.3810 Similar varietal characteristics.

"Similar varietal characteristics" means that the pods of lima beans in any container are of the same general type.

§ 51.3811 Fairly well filled and not excessively small.

"Fairly well filled and not excessively small" means that more than one-half of each pod shall be filled with fairly well and/or well developed beans but that no pod may have less than two fairly well and/or well developed beans. Pods that are just half filled with at least fairly well developed beans but have enough additional beans a little smaller than those considered fairly well developed so as to make the equivalent in volume to the beans in a pod more than half filled with at least fairly well developed beans shall be considered as fairly well filled.

§ 51.3812 Reasonably well filled.

"Reasonably well filled" means that not less than a third of each pod is filled with fairly well and/or well developed beans. Pods that are not a third filled with at least fairly well developed beans but have enough beans a little smaller than those considered fairly well developed so as to make the equivalent in volume to the beans in a pod one-third filled with at least fairly well developed beans, shall be considered reasonably well filled.

§ 51.3813 Badly misshapen.

"Badly misshapen" means that the pods are badly constricted, crooked, curled, twisted, or otherwise badly malformed.

§ 51.3814 Fresh.

"Fresh" means that the pods are not more than slightly wilted and flabby.

§ 51.3815 Fairly fresh.

"Fairly fresh" means that the pods are not badly wilted and flabby.

§ 51.3816 Overmature.

"Overmature" means that the beans have developed beyond that stage of growth at which they are desirable for use as fresh beans. Pods that are becoming yellow and dry or beans that do not show a tinge of green color on the cotyledons after removing the outer skin, or have become hard, starchy and brittle shall be considered as overmature.

§ 51.3817 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality. Dirt or russeting which materially detracts from the appearance of the lot shall be considered as damage.

§ 51.3818 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality.

Subpart—United States Standards for Grades of Snap Beans

SOURCE: 32 FR 8860, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3830 U.S. Fancy.

"U.S. Fancy" consists of beans of similar varietal characteristics which are of reasonable and fairly uniform size, well formed, bright, clean, fresh, young and tender, firm, and which are free from soft rot and free from damage caused by leaves, leafstems, other foreign matter, hail, disease, insects or mechanical or other means. (See § 51.3835.)

§ 51.3831 U.S. No. 1.

"U.S. No. 1" consists of beans of similar varietal characteristics which are of reasonable size, fairly well formed, fairly bright, fresh, fairly young and tender, firm, and which are free from soft rot and free from damage caused by dirt, leaves, leafstems, other foreign matter, hail, disease, insects or mechanical or other means. (See § 51.3835.)

§ 51.3832 U.S. Combination.

"U.S. Combination" consists of a combination of U.S. No. 1 and U.S. No. 2 snap beans: *Provided,* That at least 75 percent, by weight, meet the requirements of U.S. No. 1 Grade. (See § 51.3835.)

§ 51.3833 U.S. No. 2.

"U.S. No. 2" consists of beans of similar varietal characteristics which are fairly fresh, firm, not overmature, and which are free from soft rot and free from serious damage caused by dirt, leaves, leafstems, other foreign matter, hail, disease, insects or mechanical or other means. (See § 51.3835.)

UNCLASSIFIED

§ 51.3834 Unclassified.

"Unclassified" consists of snap beans which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.3835 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by weight, are provided as specified:

(a) *U.S. Fancy and U.S. No. 1.* Ten percent for beans in any lot which fail to meet the requirements of the grade, but not more than one-half of this amount, or 5 percent, shall be allowed for defects causing serious damage, including therein not more than 1 percent for beans affected by soft rot.

(b) *U.S. Combination.* Ten percent for beans in any lot which fail to meet the requirements of U.S. No. 2 grade, including therein not more than 1 percent for beans affected by soft rot. No part of any tolerance shall be allowed to reduce for the lot as a whole the percentage of U.S. No. 1 beans required in the combination, but individual containers may have not more than a total of 10 percentage points less than the percentage of U.S. No. 1 beans required: *Provided,* That the entire lot averages within the percentage required.

(c) *U.S. No. 2.* Ten percent for beans in any lot which fail to meet the requirements of the grade, including therein not more than 1 percent for beans affected by soft rot.

APPLICATION OF TOLERANCES

§ 51.3836 Application of tolerances.

The contents of individual packages in the lot are subject to the following limitations:

(a) For a tolerance of 10 percent, individual packages may contain not more than one and one-half times the tolerance specified: *Provided,* That the average for the entire lot is within the tolerance specified for the grade.

(b) For a tolerance of less than 10 percent, individual packages may contain not more than double the tolerance specified: *Provided,* That the average for the entire lot is within the tolerance specified for the grade.

DEFINITIONS

§ 51.3837 Similar varietal characteristics.

"Similar varietal characteristics" means that the beans are of the same color and general type. For example, wax and green beans, or beans of the Refugee and Valentine types must not be mixed.

§ 51.3838 Reasonable size.

"Reasonable size" means that the pods are not spindly or excessively short for the variety and have not been prematurely picked.

§ 51.3839 Well formed.

"Well formed" means that the pods have the normal typical shape for the variety.

§ 51.3840 Firm.

"Firm" means that the pods are not wilted or flabby.

§ 51.3841 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the snap bean. Pods having spots due to Blight or Anthracnose, and similar spots caused by other diseases, shall be considered as damaged.

§ 51.3842 Fairly well formed.

"Fairly well formed" means that the pods are not badly crooked, cruled, twisted, or otherwise badly misshapen for the variety. Excessively tapered pods caused by unfavorable pollinating or growing conditions shall not be considered as fairly well formed.

§ 51.3843 Overmature.

"Overmature" means that the walls of the pods are distinctly woody or fibrous.

§ 51.3844 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the snap bean.

Subpart—United States Standards for Grades of Greenhouse Cucumbers

SOURCE: 50 FR 36041, Sept. 5, 1985, unless otherwise noted.

§ 51.3855 General.

Compliance with the provisions of these standards shall not excuse failure to comply with provisions of applicable Federal or State laws.

[50 FR 36041, Sept. 5, 1985; 50 FR 37163, Sept. 12, 1985]

§ 51.3856 Grades.

(a) "U.S. Fancy" consists of cucumbers which meet the following requirements:

(1) Basic requirements:
(i) Clean;
(ii) Well formed;
(iii) Well colored;
(iv) Fresh; and,
(v) Firm.

(2) Free from: Decay, cuts or mechanical injury.

(3) Free from injury by:
(i) Scars;
(ii) Freezing;
(iii) Mosaic or other diseases; and,
(iv) Insects or other means.

(4) Size: Unless otherwise specified, the minimum length shall be not less than 11 inches.

(5) Tolerances: (See § 51.3857)

(b) "U.S. No. 1" consists of cucumbers which meet the following requirements:

(1) Basic requirements:
(i) Clean;
(ii) Fairly well formed;
(iii) Fairly well colored;
(iv) Fresh; and,
(v) Firm.

(2) Free from: Decay and unhealed cuts.

(3) Free from damage by:
(i) Scars;
(ii) Freezing;
(iii) Mosaic or other diseases;
(iv) Insects; and,
(v) Mechanical or other means.

(4) Size: Unless otherwise specified, the minimum length shall be not less than 11 inches.

(5) Tolerances: (See § 51.3857)

(c) "U.S. No. 2" consists of cucumbers which meet the following requirements:

(1) Basic requirements:
(i) Clean;
(ii) Not badly deformed;
(iii) Fairly well colored;
(iv) Fresh; and,
(v) Firm.

(2) Free from: Decay and unhealed cuts.

(3) Free from serious damage by:
(i) Scars;
(ii) Freezing;
(iii) Mosaic or other diseases;
(iv) Insects; and,
(v) Mechanical or other means.

(4) Size: Unless otherwise specified, the minimum length shall be not less than 11 inches.

(5) Tolerances: (See § 51.3857)

§ 51.3857 Tolerances.

In order to allow for variations incident to proper grading and handling in the foregoing grades the following tolerances, by count, shall be permitted in any lot:

(a) *For defects.* Ten percent for cucumbers in any lot which fail to meet the requirements of the specified grade: Provided, that included in this amount not more than 1 percent for decay.

(b) *For off-size.* Five percent for cucumbers in any lot which are below a specified minimum length and 5 percent for cucumbers longer than a specified maximum length.

§ 51.3858 Application of tolerances.

When packed in containers the contents shall be the sample, when in bulk or bulk bins the sample shall consist of at least 25 cucumbers. Individual samples are subject to the following limitations:

(a) For a tolerance of 10 percent or more, individual samples may contain not more than one and one-half times the tolerance specified except that when the lot consists of containers with 18 cucumbers or less, individual containers may contain not more than double the tolerance specified: and provided, that the average is within the specified lot tolerance.

(b) For a tolerance of less than 10 percent, individual samples may contain not more than double the tolerance specified: Provided, that at least one defective and one off-size cucumber may be permitted in any sample: and provided further, that the average is within the specified lot tolerance.

§ 51.3859 Standard pack.

(a) Each cucumber shall be completely enclosed in a shrink wrapper.

(b) Cucumbers shall be fairly uniform in size and packed fairly tight in layers in containers according to approved and recognized methods.

(1) Fairly uniform in size means that not more than 10 percent, by count, of the cucumbers in any container shall vary more than 2 inches in length.

(2) In order to allow for variations incident to proper packing, not more than 10 percent, by count, of the containers in any lot may fail to meet these requirements.

§ 51.3860 Definitions.

(a) "Clean" means practically free from dirt or other foreign material.

(b) "Fresh" means bright, not wilted, yellow or exhibiting other symptoms of aging.

(c) "Well formed" means that the shape shall be fairly straight and not more than slightly tapered at one or both ends.

(d) "Fairly well formed" means not materially curved, constricted, or pointed at one or both ends, or otherwise materially misshapen.

(e) "Badly deformed" means badly curved, beaked, bottlenecked, constricted, or otherwise so badly misshapen that the appearance is seriously affected.

(f) "Well colored" means a characteristic green color over practically the entire surface.

(g) "Fairly well colored" means a characteristic green color over two-thirds or more of the surface except for areas affected by foliage shading.

(h) "Injury" means any defect described in § 51.3863 or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which slightly detracts from the appearance, or the edible or marketing quality.

(i) "Damage" means any defect described in § 51.3863 or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality.

(j) "Serious damage" means any defect described in § 51.3863 or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality.

§ 51.3861 Permanent defects.

"Permanent defects" means defects which are not subject to change during shipping or storage; including, but not limited to factors of shape, scars, or growth cracks and cuts which are so located as to indicate that they occurred prior to packing.

§ 51.3862 Condition defects.

"Condition defects" means defects which may develop or change during shipment or storage; including, but not limited to decay, soft or yellowing and bruises which are so located as to indicate that they occurred after packing.

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§ 51.3863 Classification of defects.

Defects	Injury[1]	Damage[1]	Serious damage[1]
Bruises	When any indentation is more than 1/16 inch (1.6mm) in depth or exceeds an area of a circle ½ inch (12.7mm) in diameter.	When any indentation is more than ⅛ inch (3.2mm) in depth or exceeds an area of a circle ¾ inch (19.1mm) in diameter.	When any indentation is more than ¼ inch (6.4mm) in depth or exceeds an area of a circle 1 inch (25.4mm) in diameter
Insects	When feeding injury is evident or any insect is present	When feeding injury materially detracts from appearance or any insect is present.	When feeding injury seriously detracts from appearance or any insect is present.
Scars	When not smooth, or not light colored, and aggregating more than the area of a circle ⅜ inch (9.5mm) in diameter; or smooth and light colored and aggregating more than the area of a circle ¾ inch (19.1mm) in diameter.	When not smooth, or not light colored, and aggregating more than the area of a circle ½ inch (12.7mm) in diameter; or smooth and light colored and aggregating more than the area of a circle 1½ inch (38.1mm) in diameter.	When dark or slightly rough or barklike scars aggregate more than a circle ¾ inch (19.1mm) in diameter; or smooth and light colored and aggregating more than the area of a circle 2 inches (50.8mm) in diameter

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[1] Defect classifications are based on a cucumber 11 inches in length. Correspondingly larger areas are permitted on longer cucumbers and smaller areas on shorter cucumbers.

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Subpart—United States Standards for Grades of Garlic

SOURCE: 32 FR 8862, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADE

§ 51.3880 U.S. No. 1.

"U.S. No. 1" consists of garlic of similar varietal characteristics which is mature and well cured, compact, with cloves well filled and fairly plump, free from mold, decay, shattered cloves, and from damage caused by dirt or staining, sunburn, sunscald, cuts, sprouts, tops, roots, disease, insects, or mechanical or other means. Each bulb shall be fairly well enclosed in its outer sheath. Unless otherwise specified, the minimum diameter of each bulb shall be not less than 1½ inches.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, are provided as specified:

(1) *For defects.* Ten percent for garlic in any lot which fails to meet the requirements of this grade, including therein not more than 2 percent for garlic which is affected by decay.

(2) *For size.* Five percent for garlic in any lot which fails to meet any specified size.

UNCLASSIFIED

§ 51.3881 Unclassified.

"Unclassified" consists of garlic which has not been classified in accordance with the foregoing grade. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no definite grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.3882 Application of tolerances.

The contents of individual packages, based on sample inspection, are subject to the following limitations:

(a) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerance specified, except that when the package contains 15 specimens or less, individual packages may contain not more than double the tolerance specified: *Provided,* That the average for the entire lot is within the tolerance specified for the grade.

(b) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than double the tolerance specified: *Provided,* That at least one defective and one off-size specimen may be permitted in any package: *And provided further,* That the average for the entire lot is within the tolerance specified for the grade.

DEFINITIONS

§ 51.3883 Similar varietal characteristics.

"Similar varietal characteristics" means that the garlic in any container is of the same color. White and red garlic shall not be mixed in the same container.

§ 51.3884 Mature and well cured.

"Mature and well cured" means having reached that stage of development at which the garlic is firm and sufficiently dried so as not to be soft and spongy.

§ 51.3885 Compact.

"Compact" means that the cloves are not spreading but fit closely together practically the entire length of the individual cloves.

§ 51.3886 Well filled and fairly plump.

"Well filled and fairly plump" means that each clove contains a kernel which is fairly plump and not shriveled.

§ 51.3887 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the individual bulb or the lot as a whole. The following specific defects shall be considered as damage:

(a) "Dirt or staining". Any lot of garlic which is dirty or materially stained shall be considered as damaged. As a guide, a lot of garlic shall be considered as damaged by dirt or staining if the appearance is affected by these causes to a greater extent than the presence of 15 percent of bulbs which are materially stained plus 5 percent badly stained. The number of stained bulbs permitted before the lot is considered damaged, will depend on the degree of staining on individual bulbs. If the lot has 15 percent which are materially stained and 5 percent which are badly stained, the most of the remainder of the lot shows staining of a lesser degree, but approaches that which is considered materially stained, then the lot shall be considered as damaged by staining. If a lot has no badly stained bulbs, and not more than 25 percent materially stained, but most of the lot has little or no staining, it is not considered as damaged by staining. Garlic with adhering or caked dirt which affects the appearance to the same extent as materially stained or badly stained garlic shall be scored in combination with any stained garlic that may be present in the lot.

(b) "Sunburn" means discoloration due to exposure to the sun when there is no injury to the tissue.

(c) "Sunscald" means softening of the tissue due to exposure to the sun.

(d) "Tops". In considering this factor the appearance of the lot of garlic as a whole should be considered. There shall be no requirements as to length of tops of braided garlic. While loose garlic should be trimmed to less than 2 inches there may be some that have been cut with tops a little longer. However, any lot of loose garlic having more than 20 percent of the bulbs with tops over 2 inches in length shall be considered as damaged. This percentage is given only as a guide and it may be reduced if the tops are very long. For example, not more than 10 percent of the bulbs may have tops longer than 5 inches.

§ 51.3888 Diameter.

"Diameter" means the greatest dimension at right angles to a straight line running from stem to root end.

Subpart—United States Standards for Grades of Horseradish Roots

SOURCE: 32 FR 8862, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3900 U.S. Fancy.

"U.S. Fancy" consists of horseradish roots which are firm, well trimmed, well shaped, fairly smooth, free from decay and hollow heart, and free from damage caused by dirt, sunburn, cuts, cracks, internal discoloration, mold, freezing, insects, mechanical or other means. Each root shall have good head formation. (See § 51.3904.)

(a) *Size.* The roots shall be not less than 8 inches in length when the diameter is 1½ inches or more: *Provided,* That if the length is greater than 8 inches, the diameter may be 1/16 inch less for each additional half inch in length, but no root shall be less than 1¼ inches in diameter. (See § 51.3904.)

§ 51.3901 U.S. No. 1.

"U.S. No. 1" consists of horseradish roots which are firm, well trimmed, fairly well shaped, not excessively rough, and which are free from decay and hollow heart, and free from damage caused by dirt, sunburn, cuts, cracks, internal discoloration, mold, freezing, insects, mechanical or other means. Each root shall have fairly good head formation. (See § 51.3904.)

(a) *Size.* The roots shall be not less than 6 inches in length when the diameter is 1¼ inches or more: *Provided,* That if the length is greater than 6 inches, the diameter may be 1/16 inch less for each additional half inch of length, but no root shall be less than 1 inch in diameter. (See § 51.3904.)

§ 51.3902 U.S. No. 2.

"U.S. No. 2" consists of horseradish roots which are firm, well trimmed, free from decay and hollow heart, and free from serious damage caused by dirt, sunburn, cuts, cracks, internal discoloration, mold, freezing, insects, mechanical or other means. (See § 51.3904.)

(a) *Size.* The roots shall be not less than 4 inches in length and not less than ½ inch in diameter. (See § 51.3904.)

UNCLASSIFIED

§ 51.3903 Unclassified.

"Unclassified" consists of horseradish roots which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.3904 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by weight, are provided as specified:

(a) *For defects.* Ten percent for roots in any lot which fail to meet the requirements of the specified grade, including therein not more than 5 percent for roots which are hollow and also including therein not more than 2 percent for roots which are affected by decay.

(b) *For size.* Five percent for roots in any lot which are smaller than the minimum size specified for the grade.

APPLICATION OF TOLERANCES

§ 51.3905 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations:

(a) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerance specified, except that when the package contains 15 specimens or less, individual packages may contain not more than double the tolerance specified: *Provided,* That the average for the entire lot is within the tolerance specified for the grade.

(b) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than double the tolerance specified: *Provided,* That at least one defective and one off-size specimen may be permitted in any package: *And provided further,* That the average for the entire lot is within the tolerance specified for the grade.

DEFINITIONS

§ 51.3906 Firm.

"Firm" means that the roots are not appreciably soft, flabby, wilted, or withered.

§ 51.3907 Well trimmed.

"Well trimmed" means that all secondary roots (plants) which are less than ⅝ inch in diameter at the point of attachment to the main root are trimmed to not more than 1 inch in length; and that tops (leaves) are trimmed to not more than ½ inch in length from the head.

§ 51.3908 Well shaped.

"Well shaped" means that the root is not forked or branched. It may be slightly curved or crooked but shall not diverge in direction more than a total of 45 degrees from the course of a straight root.

§ 51.3909 Fairly well shaped.

"Fairly well shaped" means that the root may be moderately curved or crooked but shall not diverge in direction more than a total of 90 degrees from the course of a straight root.

§ 51.3910 Fairly smooth.

"Fairly smooth" means that the surface of the root is not bark-like or pitted to an extent appreciably detracting from its appearance. Remnants of secondary roots on the side of the main root shall not be considered as roughness.

§ 51.3911 Excessively rough.

"Excessively rough" means that the surface of the root is pitted or furrowed to a depth of more than one-eighth of an inch over one-fourth or more of the surface in the aggregate, exclusive of the head. Remnants of secondary roots on the side of the main root shall not be considered as roughness.

§ 51.3912 Damage.

"Damage" means any defect or combination of defects which materially detracts from the appearance or the grinding quality of the root, or which cannot be removed without a loss of more than 10 percent, by weight, of the root including the peel covering the defective area.

(a) Dirt shall be considered as damage when it is more than lightly caked on the root.

§ 51.3913 Serious damage.

"Serious damage" means any defect or combination of defects which seriously detracts from the appearance or the grinding quality of the root or which cannot be removed without a loss of more than 25 percent, by weight, of the root including the peel covering the defective area.

(a) Dirt shall be considered as serious damage if it is more than moderately caked or encrusted on the root.

§ 51.3914 Head.

"Head" means that part of the root to which the leaves are attached. It is usually a rounded knob at or near the top of the root.

§ 51.3915 Good head formation.

"Good head formation" means a head formation consisting of any number of heads, provided they are at the top of the root and not more than two are separated by a deep crotch.

§ 51.3916 Fairly good head formation.

"Fairly good head formation" means a head formation consisting of any number of heads, provided they are at the top of the root and not more than four are separated by deep crotches.

§ 51.3917 Length.

"Length" means the total over all length of the root from the top of the uppermost head to the tip of the main, usable root.

§ 51.3918 Diameter.

"Diameter" means the greatest thickness of the root at a point halfway of its length.

Subpart—United States Standards for Grades of Kale

SOURCE: 32 FR 8863, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3930 U.S. No. 1.

"U.S. No. 1" consists of plants of kale of one type which are well trimmed, not stunted, free from decay and from damage caused by yellow or discolored leaves, seedstems, wilting, bud burn, freezing, dirt, disease, insects, or mechanical or other means. (See § 51.3933.)

§ 51.3931 U.S. Commercial.

"U.S. Commercial" consists of plants of kale which meet the requirements of U.S. No. 1 except that bronze or slightly yellowish color affecting only the edges of the leaves shall be permitted, provided these edges are not dried. (See § 51.3933.)

UNCLASSIFIED

§ 51.3932 Unclassified.

"Unclassified" consists of plants of kale which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.3933 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by weight, are provided as specified:

(a) Ten percent for plants in any lot which fail to meet the requirements of the specified grade, including therein not more than 1 percent for plants affected by wet decay.

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APPLICATION OF TOLERANCES

§ 51.3934 Application of tolerances.

The contents of individual packages in the lot are subject to the following limitations:

(a) For a tolerance of 10 percent, individual packages may contain not more than one and one-half times the tolerance specified: *Provided*, That the average for the entire lot is within the tolerance specified for the grade.

(b) For a tolerance of less than 10 percent, individual packages may contain not more than double the tolerance specified: *Provided*, That at least one defective specimen may be permitted in any package: *And provided further*, That the average for the entire lot is within the tolerance specified for the grade.

DEFINITIONS

§ 51.3935 One type.

"One type" means that the kale in any container shall have the same general character of growth and color; i.e., curly leaf type and distinctly smooth leaf types shall not be mixed, and distinctly purple type plants shall not be mixed with green or blue type kale. As blue type kale often shows a purplish tinge on some leaves while other plants of this type may not show this color, such a mixture shall be considered as one type.

§ 51.3936 Well trimmed.

"Well trimmed" means that the butt is trimmed off to not more than three-fourths of an inch from the point of attachment of the outer leaves and that yellow, discolored, dried or otherwise damaged leaves which materially affect the appearance of the plant have been removed.

§ 51.3937 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the plant. A plant shall be considered as damaged by a seedstem when the flower buds are dried or have opened, or when the seedstem extends above the top of the plant when the leaves are folded together around the seedstem, or if the removal of part of the seedstem has caused the appearance of the plant to be materially injured.

Subpart—United States Standards for Grades of Okra

SOURCE: 32 FR 8864, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADE

§ 51.3945 U.S. No. 1.

"U.S. No. 1" consists of pods of okra of similar varietal characteristics which are fresh, tender, not badly misshapen, free from decay, and from damage caused by dirt or other foreign matter, disease, insects, mechanical or other means.

(a) In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, are provided as specified:

(1) Ten percent for pods in any lot which fail to meet the requirements of this grade, including therein not more than 5 percent for defects causing serious damage, and including in this latter amount not more than 1 percent for pods affected by decay.

UNCLASSIFIED

§ 51.3946 Unclassified.

"Unclassified" consists of pods of okra which have not been classified in accordance with the foregoing grade. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

DEFINITIONS

§ 51.3947 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the individual pod or of the lot as a whole.

§ 51.3948 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the individual pod or of the lot as a whole.

Subpart—United States Standards for Grades of Creole Onions

SOURCE: 32 FR 8864, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.3955 U.S. No. 1.

"U.S. No. 1" consists of Creole onions of similar varietal characteristics which are mature, fairly well shaped, free from soft rot, doubles, bottlenecks, and from damage caused by splits, seedstems, tops, roots, moisture, sunburn, sunscald, cuts, staining, dirt or other foreign matter, diseases, insects, or mechanical or other means. Unless otherwise specified, the minimum size shall be 1¾ inches in diameter. (See § 51.3959.)

§ 51.3956 U.S. No. 2.

"U.S. No. 2" consists of Creole onions of similar varietal characteristics which are not badly misshapen and are free from soft rot, doubles, bottlenecks, and from damage caused by splits, moisture, sunscald, and from serious damage caused by seedstems, tops, roots, cuts, staining, dirt or other foreign matter, diseases, insects, or mechanical or other means. Unless otherwise specified, the minimum size shall be 1½ inches in diameter. (See § 51.3959.)

§ 51.3957 U.S. Combination.

"U.S. Combination." Any lot of Creole onions may be designated "U.S. Combination" when not less than 50 percent, by weight, of the onions in each container meet the requirements of U.S. No. 1 grade and the remainder U.S. No. 2 grade. (See § 51.3959.)

UNCLASSIFIED

§ 51.3958 Unclassified.

"Unclassified" consists of onions which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

TOLERANCES

§ 51.3959 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by weight, are provided as specified:

(a) *For defects*—(1) *U.S. No. 1 and U.S. No. 2 grades.* Ten percent for onions in any lot which fail to meet the requirements of the specified grade, including therein not more than 2 percent for onions which are watersoaked or affected by soft rot.

(2) *U.S. Combination grade.* Ten percent for onions in any lot which fail to meet the requirements of U.S. No. 2 grade, including therein not more than 2 percent for onions which are watersoaked or affected by soft rot. No part of any tolerance shall be allowed to reduce for the lot as a whole the percentage of U.S. No. 1 onions required in the combination, but individual containers may have not more than a total of 15 percentage points less than the percentage of U.S. No. 1 onions required: *Provided,* That the entire lot averages within the percentage required.

(b) For *off-size.* Five percent for onions in any lot which are below the specified minimum size and 15 percent for onions which are larger than any specified maximum size.

APPLICATION OF TOLERANCES

§ 51.3960 Application of tolerances.

The contents of individuals packages in the lot are subject to the following limitations: following limitations:

(a) For a tolerance of 10 percent or more, not more than one-tenth of the packages in any lot may contain more than one and one-half times the tolerance specified: *Provided,* That soft rot in any package shall not exceed three times the tolerance: and *provided further,* That the average for the entire lot is within the tolerance specified for the grade.

(b) For a tolerance of less than 10 percent, not more than one-tenth of the packages in any lot may contain more than double the tolerance specified: *Provided*, That soft rot in any package shall not exceed three times the tolerance and that at least one defective and one off-size specimen may be permitted in any package: *And provided further*, That the average for the entire lot is within the tolerance specified or the grade.

DEFINITIONS

§ 51.3961 Similar varietal characteristics.

"Similar varietal characteristics" means that the onions have the general distinguishing features of the Creole type, i.e., flat to somewhat globular shape. Variations in color from yellow to brownish red shall be permitted but white Creole onions shall not be mixed in the same container with onions of other colors.

§ 51.3962 Mature.

"Mature" means having reached a stage of development at which the onions are firm, not becoming soft or spongy.

§ 51.3963 Fairly well shaped.

"Fairly well shaped" means having the characteristic shape, not thick-necked, lopsided or otherwise materially deformed, but not necessarily of either flat or globe type.

§ 51.3964 Soft rot.

"Soft rot" means any soft or mushy condition of the tissue such as bacterial soft rot, or wet breakdown following sunscald.

§ 51.3965 Doubles.

"Doubles" means onions which have developed more than one distinct bulb joined only at the base.

§ 51.3966 Bottlenecks.

"Bottlenecks" means onions which have thick necks, usually with poorly developed bulbs.

§ 51.3967 Badly misshapen.

"Badly misshapen" means that the onion is so decidedly deformed that its appearance is seriously affected.

§ 51.3968 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the onion. The following specific defects shall be considered as damage:

(a) *Splits*. A split is an onion which has more than one distinct bulb at least partially covered by an outer scale. Such an onion, if not well cured, shall be considered damaged when not completely covered by more than one outer scale. If well cured, such an onion shall not be regarded as damaged if practically covered by an outer scale, unless the distinct bulbs are readily apparent upon casual examination of the onion.

(b) Seedstems when any seedstem is tough or woody, or is more than one-fourth inch in diameter.

(c) *Sunburn*. Sunburn means discoloration due to exposure to the sun where there is no injury to the tissue. Individual onions showing bad sunburn shall be considered as damaged but onions showing slight sunburn shall not be regarded as damaged unless present in a sufficient amount to cause the lot to have a distinctly greenish cast. Onions should not be peeled to detect sunburn.

(d) *Sunscald*. An onion, when not dry and well cured, shall be considered as damaged if it is affected by any sunscald. If dry and well cured, an onion affected by sunscald shall be regarded as damaged except when the affected area is dry and so inconspicuous that the appearance of the onions is not materially injured.

(e) *Staining*. Any lot of onions which is materially stained shall be considered as damaged. In this connection the number of stained onions permitted, before the lot is considered damaged, will depend upon the degree of staining on individual onions. As a guide, a lot should be considered damaged if the appearance is affected to a greater extent than the presence of 15 percent appreciably stained plus 5 percent badly stained onions. If the lot has 15 percent which are appreciably stained, and 5 percent which are badly stained and most of the remainder of the lot shows staining of a lesser degree, but approaches that which is considered appreciably stained then the lot shall be considered as damaged by staining. If a lot contains slightly more than 20 percent of appreciably stained onions and most of the lot has none or very little staining, it should not be considered as damaged by staining.

§ 51.3969 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the appearance or the edible or marketing quality of the onion.

The following specific defects shall be considered as serious damage:

(a) Dirt or staining when more than 10 percent of the onions in any lot are badly caked with dirt or are badly stained.

(b) Seedstems when any seedstem is tough or woody, or is more than one-half inch in diameter.

§ 51.3970 Diameter.

"Diameter" means the greatest dimension at right angles to a straight line running from stem to root.

Subpart—United States Standards for Grades of Onion Sets

SOURCE: 32 FR 8865, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.3980 General.

(a) These standards are recommended to the onion set industry as a basis for determining the quality of onion sets. Among other requirements of these standards it will be noted that onionsets must meet certain size specifications in order to grade U.S. No. 1 or U.S. No. 2. Although factors such as maturity and freedom from damage by disease, sprouts, etc. are very important, the size of onion sets is the principal factor which has caused confusion and dissatisfaction between sellers and buyers.

(b) It has been a general practice to buy and sell onion sets as having passed through a certain size and type screen. Such a method of selling does not always give a true picture of the size of the sets. For example, sets described as having been passed through a 15/16 inch bar screen may actually have a considerable percentage ranging from 1 inch to 1¼ inches or more in diameter if the onions are flat shaped. On the other hand, if the field run of sets is generally small there may be practically none over 1 inch in diameter after having passed through the 15/16 inch bar screen.

(c) In order to insure that most of the sets in a lot are not close to the maximum size, U.S. No. 1 grade requires, unless otherwise specified, at least 50 percent of the sets, by weight, to be ¾ inch and smaller but not smaller than 5/16 inch in diameter. The U.S. No. 1 grade designation may not be used, however, on lots of sets having less than 40 percent ¾ inch and smaller in diameter.

(d) It is thought that contracting on the basis of uniform standards which have actual size specifications for the sets, regardless of the size and type of screen used, will prove satisfactory to the trade. Actual size specifications rather than a mere statement that the sets have been passed through a certain size screen, should furnish the prospective buyer a truer picture of a lot of sets and serve as a more definite basis for the settlement of disputes.

GRADES

§ 51.3981 U.S. No. 1.

"U.S. No. 1" consists of onion sets of similar varietal characteristics which are mature, fairly firm, free from decay and from damage caused by tops, sprouting, freezing, mold, moisture, dirt, chaff or other foreign matter, disease, insects, or mechanical or other means.

(a) The minimum size shall be not less than 5/16 inch in diameter. The maximum size shall be not more than 1 inch in diameter. Unless otherwise specified, at least 50 percent, by weight, of the sets in the lot shall be ¾ inch and smaller: *Provided*, That the percentage specified shall not include any sets less than 5/16 inch in diameter: *And provided further*, That the "U.S. No. 1" designation shall not be used on lots of sets that have less than 40 percent from 5/16 to ¾ inch, inclusive.

(b) Other maximum sizes smaller than 1 inch may be specified in connection with the grade in terms of fourths, eighths, or sixteenths of an inch as "U.S. No. 1, ¾-inch maximum", "U.S. No. 1, ⅞-inch maximum", U.S. No. 1, 5/16-inch maximum", in accordance with the facts. Percentages less than 50 but not less than 40 must be specified in connection with the grade and percentages greater than 50 for sets which are from 5/16 to ¾ inch in diameter may be specified as "U.S. No. 1, 40 percent ¾ inch and smaller", etc. in accordance with the facts. A range in diameters may also be specified as "U.S. No. 1, ⅜ to ⅞ inch" provided the lot has 40 percent or more of sets 5/16 to ¾ inch in diameter.

(c) *Tolerances*. In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, are provided as specified:

(1) *For defects*. Not more than a total of 6 percent of the onion sets in any lot may fail to meet the requirements of the grade, including therein not more than 2 percent for onion sets affected by decay and not more than 2 percent for dirt, chaff, and other foreign matter.

(2) *For size*. Eight percent for onion sets which are larger than the specified maximum size and 3 percent for onion sets which are smaller than the specified minimum size.

(3) No part of any tolerance shall be used to reduce the percentage of onion sets in any lot which is specified to be within any range from 5/16 to ¾ inch in diameter.

§ 51.3982 U.S. No. 2.

"U.S. No. 2" consists of onion sets which meet the requirements of U.S. No. 1 grade except that they shall be free from serious damage by tops and except for size requirements.

(a) The minimum size shall be not less than 5/16 inch in diameter. The maximum size shall be not more than 1⅛ inches in diameter. Unless otherwise specified at least 50 percent, by weight, of the sets in the lot shall be ⅞ inch and smaller: *Provided*, That the percentages specified shall not include any sets less than 5/16 inch in diameter.

(b) Other minimum sizes may be specified in connection with the grade as "U.S. No. 2, ⅜ inch minimum", "U.S. No. 2, ½ inch minimum", etc., in accordance with the facts. A maximum size of 1 1/16 inches may also be specified. Percentages other than that specified for sets which are from 5/16 to ⅞ inch inclusive in diameter or a range of diameters may also be specified as "U.S. No. 2, 60 percent ⅞ inch and smaller", "U.S. No. 2, 3¾ to 1⅛ inches", etc., in accordance with the facts. When a minimum size larger than 5/16 inch, or a range of diameters is specified in connection with the grade there is no requirements as to the percentage of sets from 5/16 to ⅞ inch in diameter.

(c) *Tolerances*. In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, are provided as specified:

(1) *For defects*. Not more than a total of 6 percent of the onion sets in any lot may fail to meet the requirements of the grade, including therein not more than 2 percent for onion sets affected by decay and not more than 2 percent for dirt, chaff, and other foreign matter.

(2) *For size*. Eight percent for onion sets which are larger than the specified maximum size and 3 percent for onion sets which are smaller than the specified minimum size.

(3) No part of any tolerance shall be used to reduce the percentage of onion sets in any lot which is specified to be within any range from 5/16 to ⅞ inch in diameter.

UNCLASSIFIED

§ 51.3983 Unclassified.

"Unclassified" consists of onion sets which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

DEFINITIONS

§ 51.3984 Similar varietal characteristics.

"Similar varietal characteristics" means that the sets are the same general type. Onion sets of different colors shall not be mixed in the same container.

§ 51.3985 Mature.

"Mature" means that the sets are dry and well cured.

§ 51.3986 Fairly firm.

"Fairly firm" means that the set may yield slightly to moderate pressure but is not appreciably soft or spongy.

§ 51.3987 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance of the lot, or the shipping or planting quality of the individual sets. Any lot of sets shall be considered as damaged, when more than 30 percent, by weight, of the sets have tops over 2½ inches in length. Sets which have sprouts over ¼ inch in length shall also be considered as damaged.

§ 51.3988 Serious damage by tops.

"Serious damage by tops" means that more than 50 percent, by weight, of the sets in any lot have tops over 2½ inches in length.

§ 51.3989 Diameter.

"Diameter" means the smallest dimension measured through the center at right angles to a lone running from the stem to the root.

Subpart—United States Standards for Grades of Parsley

SOURCE: 32 FR 8866, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.4000 General.

These standards do not apply to parsley tops marketed with a part of the entire root attached.

GRADE

§ 51.4001 U.S. No. 1.

"U.S. No. 1" consists of parsley of similar varietal characteristics and of good green color; which is free from decay, and from damage caused by seedstems, yellow or discolored leaves, wilting, freezing, dirt, or other foreign material, disease, insects, or mechanical or other means.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling, not more than 5 percent, by weight, of the parsley in any lot may be below the requirements of this grade, including therein not more than one-half of 1 percent for parsley which is affected by decay.

UNCLASSIFIED

§ 51.4002 Unclassified.

"Unclassified" consists of parsley which has not been classified in accordance with the foregoing grade. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

DEFINITIONS

§ 51.4003 Similar varietal characteristics.

"Similar varietal characteristics" means that the parsley is all of the same general type. For example, the curly leaf type shall not be mixed with the flat leaf type.

§ 51.4004 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the parsley.

Subpart—United States Standards for Grades of Parsnips

SOURCE: 32 FR 8866, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.4010 U.S. No. 1.

"U.S. No. 1" consists of parsnips of similar varietal characteristics which are well trimmed, fairly well formed, fairly smooth, fairly clean, fairly firm, free from woodiness, soft rot or wet breakdown, and from damage caused by discoloration, bruises, cuts, rodents, growth cracks, pithiness, disease, insects, mechanical or other means.

(a) Unless otherwise specified, the diameter of each parsnip shall be not less than 1½ inches. The maximum diameter of the parsnips in any lot may be specified in terms of inches and quarter inches, in accordance with the facts.

(b) *Tolerances.* In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, are provided as specified.

(1) *For defects.* Ten percent for parsnips in any lot which fail to meet the requirements of this grade, including therein not more than 5 percent for defects causing serious damage, including in this latter amount not more than 1 percent for parsnips affected by soft rot or wet breakdown.

(2) *For size.* Three percent for parsnips in any lot which fail to meet the specified minimum diameter and 10 percent for parsnips which fail to meet any specified maximum diameter.

§ 51.4011 U.S. No. 2.

"U.S. No. 2" consists of parsnips which are well trimmed, not badly misshapen, free from woodiness, soft rot and wet breakdown, and from serious damage caused by secondary roots, dirt, discoloration, bruises, cuts, rodents, growth cracks, pithiness, wilting, disease, insects, mechanical or other means.

(a) Unless otherwise specified, the diameter of each parsnip shall be not less than 1½ inches. The maximum diameter of the parsnips in any lot may be specified in terms of inches and quarter inches, in accordance with the facts.

(b) *Tolerances.* In order to allow for variations incident to proper grading and handling, the following tolerances, by weight, are provided as specified:

(1) *For defects.* Ten percent for parsnips in any lot which fail to meet the requirements of this grade, including therein not more than 1 percent for parsnips affected by soft rot or wet breakdown.

(2) *For size.* Five percent for parsnips in any lot which fail to meet the specified minimum diameter and 10 percent for parsnips which fail to meet any specified maximum diameter.

UNCLASSIFIED

§ 51.4012 Unclassified.

"Unclassified" consists of parsnips which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.4013 Application of tolerances.

The contents of individual packages in the lot, are subject to the following limitations:

(a) For a tolerance of 10 percent or more, individual packages in any lot shall have not more than one and one-half times the tolerance specified: *Provided,* That at least one defective and one off-size specimen may be permitted in any package: *And provided further,* That the average for the entire lot is within the tolerance specified.

(b) For a tolerance of less than 10 percent, individual packages in any lot shall have not more than double the tolerance specified: *Provided,* That at least one defective and one off-size specimen may be permitted in any package: *And provided further,* That the average for the entire lot is within the tolerance specified.

DEFINITIONS

§ 51.4014 Well trimmed.

"Well trimmed" means that the tops shall be cut back to within ¾ inch from the crown of the parsnip; except that occasional uncut leaves or leafstems or new top growth exceeding this length which does not materially damage the appearance of the lot shall be permitted.

§ 51.4015 Fairly well formed.

"Fairly well formed" means that the parsnip is not turnip shaped or so forked or misshapen as to materially affect its appearance or cause a loss of more than 5 percent, by weight, in the ordinary preparation for use.

§ 51.4016 Fairly smooth.

"Fairly smooth" means that the parsnip is not rough, ridged, or covered with secondary roots to an extent which materially affects its appearance or causes a loss of more than 5 percent, by weight, in the ordinary preparation for use.

§ 51.4017 Fairly clean.

"Fairly clean" means that individual parsnips are reasonably free from dirt, stain, or other foreign matter, and that the general appearance of the parsnips in the lot is not more than slightly affected by these causes.

§ 51.4018 Fairly firm.

"Fairly firm" means that the parsnip is not soft, materially flabby, or shriveled

§ 51.4019 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the individual parsnip, or the parsnips in the lot; or which causes a loss of more than 5 percent, by weight, of the parsnip in the ordinary preparation for use.

§ 51.4020 Badly misshapen.

"Badly misshapen" means that the parsnip is so badly crooked, twisted, forked, or otherwise so misshapen as to seriously affect its appearance or cause a loss of more than 10 percent, by weight, of the parsnip in the ordinary preparation for use.

§ 51.4021 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the individual parsnip or the parsnips in the lot; or which causes a loss of more than 10 percent, by weight, of the parsnip in the ordinary preparation for use.

§ 51.4022 Diameter.

"Diameter" means the greatest dimension of the parsnip measured at right angles to the longitudinal axis.

Subpart—United States Standards for Grades of Fall and Winter Type Squash and Pumpkin[1]

SOURCE: 48 FR 46487, Oct. 13, 1983, unless otherwise noted.

§ 51.4030 General.

These grade standards apply to squash and pumpkin, both of the cucurbit family (Cucurbita pepo, C. moshata, C. maxima, C. mixsta), having a hard shell and mature seeds.

§ 51.4031 Grades.

(a) "U.S. No. 1" consists of squash or pumpkin which meet the following requirements:

(1) Basic requirements:

(i) Similar varietal characteristics;

(ii) Well matured; and,

(iii) Not broken or cracked.

(2) Free from: Soft rot or wet breakdown.

(3) Free from damage by:

(i) Scars;

(ii) Dry rot;

(iii) Freezing;

(iv) Dirt;

(v) Disease;

(vi) Insects; and,

(vii) Mechanical or other means.

(4) Tolerances (See § 51.4033).

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[1] Compliance with the provisions of these standards shall not excuse failure to comply with provisions of applicable Federal or State laws.

(b) "U.S. No. 2" consists of squash or pumpkin which meet the following requirements:

(1) Basic requirements:

(i) Similar varietal characteristics;

(ii) Fairly well matured; and,

(iii) Not broken or cracked.

(2) Free from: Soft rot or wet breakdown.

(3) Free from serious damage by:

(i) Scars;

(ii) Dry rot;

(iii) Freezing;

(iv) Dirt;

(v) Disease;

(vi) Insects; and,

(vii) Mechanical or other means.

(4) Tolerances (See § 51.4033).

§ 51.4032 Size.

Minimum and/or maximum size of any lot of squash or pumpkin may be specified in connection with the grade in terms of whole pounds and/or fractions thereof.

§ 51.4033 Tolerances.

In order to allow for variations incident to proper grading and handling in each of the foregoing grades, the following tolerances, by weight or by count when fairly uniform in size, are provided as specified:

(a) *Defects.* Ten percent for specimens in any lot which fail to meet the requirements of the specified grade: *Provided.* That included in this amount not more than 2 percent shall be allowed for soft rot or wet breakdown or serious damage by dry rot.

(b) *Size.* Five percent in any lot for specimens which are smaller than a specified minimum weight, and 15 percent which are larger than a specified maximum weight.

§ 51.4034 Application of tolerances.

When packed in containers the entire contents shall be sample or when in bulk or bulk bins, the sample shall consist of approximately 50 pounds or 25 specimens when fairly uniform in size. Samples are subject to the following limitations:

(a) For a tolerance of 10 percent or more, individual samples in any lot may contain not more than one and one-half times the tolerance specified, except that when the individual sample contains 15 specimens or less, individual samples may contain not more than double the tolerance specified: *Provided,* That at least two defective or off-size specimens may be permitted in any individual sample: *And Provided Further,* That the average for the entire lot is within the tolerance specified for the grade.

(b) For a tolerance of less than 10 percent, individual samples in any lot may contain not more than double the tolerance specified: *Provided,* That at least one defective or off-size specimen may be permitted in any individual sample: *And Provided Further,* That the average for the entire lot is within the tolerance specified for the grade.

§ 51.4035 Definitions.

(a) "Similar varietal characteristics" means having the same general characteristics, such as shape, texture and color.

(b) "Well matured" means reaching a stage of development which is indicative of good handling and keeping quality for the variety.

(c) "Fairly well matured" means reaching a stage of development in which the outer skin (shell) is not tender.

(d) "Cracked" means split open, exposing the flesh.

(e) "Damage" means any specific defect described in this section or an equally objectionable variation of any one of these defects, any other defect or any combination of defects, which materially detracts from the appearance or edible or marketing quality. The following specific defects shall be considered as damage:

(1) Scars, except stem scars caused by rodents or other means, which are not well healed and corked over, or which cover more than 10 percent of the surface in the aggregate, or which form depressions or pits that materially affect the appearance.

(2) Stem scars which are unhealed on varieties which normally retain their stems after harvesting.

(3) Dry rot which affects an area more than 1 inch (2.5cm) in diameter in the aggregate on a 10 pound (4.5kg) specimen or correspondingly smaller

or larger areas depending on the size of the specimen.

(f) "Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect or any combination of defects which seriously detracts from the appearance or the edible or marketing quality. The following specific defects shall be considered as serious damage:

(1) Scars, except stem scars, caused by rodents or other means which are not well healed or corked over, or which cover more than 25 percent of the surface in the aggregate, or which form depressions or pits that seriously affect the appearance.

(2) Dry rot which affects an area more than 2 inches (5cm) in diameter in the aggregate on a 10 pound (4.5kg) specimen, or correspondingly smaller or larger areas depending on the size of the specimen.

Subpart—United States Standards for Grades of Summer Squash

SOURCE: 32 FR 8868, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.4050 General.

(a) These standards apply only to squash which are picked in the immature stages of development and eaten without the removal of seeds and seed cavity tissue. Squash commonly used in this manner are yellow crookneck, yellow straightneck, white scallop (patty pan, cymling), zucchini, cocozelle, etc., each including one or more varieties.

(b) Because of the size differences between varieties and the difference in size preference in various markets, there are no size requirements in the grades. However, if so desired, size may be specified in connection with the grade, in terms of minimum or maximum diameter or both, or minimum or maximum length or both. When size is specified it shall be stated in terms of inches and quarter inches.

GRADES

§ 51.4051 U.S. No. 1.

"U.S. No. 1" consists of squash of one variety or similar varietal characteristics, with stems or portions of stems attached, which are fairly young and fairly tender, fairly well formed, firm, free from decay and breakdown, and from damage caused by discoloration, cuts, bruises and scars, freezing, dirt or other foreign material, disease, insects, mechanical or other means.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling, the following tolerances, by count, are provided as specified:

(1) *For defects.* Ten percent for squash in any lot which fails to meet the requirements of this grade, including therein not more than 5 percent for defects causing serious damage, and including in this latter amount not more than 1 percent for squash which is affected by decay or breakdown.

(2) *For size.* Five percent for squash in any lot which is smaller than any specified minimum size and 10 percent for squash which is larger than any specified maximum size.

[32 FR 8868, June 22, 1967. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981, and amended at 48 FR 54807, Dec. 7, 1983]

§ 51.4052 U.S. No. 2.

"U.S. No. 2" consists of squash of one variety or similar varietal characteristics which are not old and tough, but are firm, free from decay and breakdown, and free from damage caused by freezing, and from serious damage caused by discoloration, cuts, bruises, scars, dirt or other foreign material, disease, insects, mechanical or other means.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling, the following tolerances, by count, are provided as specified:

(1) *For defects.* Ten percent for squash in any lot which fails to meet the requirements of this grade, including therein not more than 1 percent

for squash which is affected by decay or breakdown.

(2) *For size.* Five percent for squash in any lot which is smaller than any specified minimum size and 10 percent for squash which is larger than any specified maximum size.

[32 FR 8868, June 22, 1967. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981, and amended at 48 FR 54807, Dec. 7, 1983]

UNCLASSIFIED

§ 51.4053 Unclassified.

"Unclassified" consists of squash which has not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.4054 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations:

(a) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerances specified, except that at least one defective and one off-size specimen may be permitted in any package: *Provided,* That the average for the entire lot is within the tolerance specified for the grade.

(b) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than double the tolerance specified, except that at least one defective and one off-size specimen may be permitted in any package: *Provided,* That the average for the entire lot is within the tolerance specified for the grade.

DEFINITIONS

§ 51.4055 Fairly young and fairly tender.

"Fairly young and fairly tender" means a desirable stage of maturity for summer squash. This is indicated by fairly tender skin for the variety, fairly tender undeveloped seeds, and firm, moist seed cavity tissue.

§ 51.4056 Fairly well formed.

"Fairly well formed" means that the shape of the squash is characteristic of the variety or type, and that it is not so badly twisted, grooved or otherwise misshapen by any cause as to damage the appearance of the squash.

§ 51.4057 Firm.

"Firm" means that the squash does not yield appreciably to slight pressure, and is not noticeably wilted.

§ 51.4058 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the squash. The following specific defects shall be considered as damage:

(a) Discoloration caused by scars, bruises or other means which materially damages the appearance of the squash.

(b) Cuts, bruises, or scars which penetrate materially into the squash.

(c) *Insects.* Worms or other insects present inside the squash. Worm holes which are unhealed, or more than three-eighths of an inch in depth, or more than one in a squash. Superficial insect injury which materially detracts from the appearance of the squash.

§ 51.4059 Old and tough.

"Old and tough" means too far advanced in maturity to be suitable for use as summer squash. The skin is tough for the variety and the seeds are tough.

§ 51.4060 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the squash. The following specific defect shall be considered as serious damage:

(a) Insects, when worms or other insects are present in the squash, or when worm holes are more than three-eighths of an inch in depth, or when there are more than three worm holes in a squash.

§ 51.4061 Diameter.

"Diameter" means the greatest dimension of the squash measured at right angles to a line running from the stem to the blossom end.

§ 51.4062 Length.

"Length" means the greatest dimension of the squash measured from the blossom end to the stem end, or in the case of crooknecks, to the curved surface farthest from the blossom end.

Subpart—United States Standards for Grades of Green Asparagus for Processing [1]

SOURCE: 37 FR 6829, Apr. 5, 1972, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.4075 U.S. No. 1.

"U.S. No. 1" consists of spears of asparagus which meet the following requirements:

(a) Basic requirements:
(1) Fresh; and,
(2) Fairly well formed.
(b) Free from:
(1) Decay; and,
(2) Broken tips.
(c) Free from damage caused by:
(1) Doubles;
(2) Spreading tips;
(3) Knife cuts,
(4) Broken butts;
(5) Hail;
(6) Freezing;
(7) Dirt;
(8) Disease;
(9) Beetles or other insects; or,
(10) Mechanical, or other means.

(d) *Size*. Unless otherwise specified, each spear shall meet the following requirements:

(1) *For diameter*. Not less than one-fourth inch.

(2) *For length*. Not more than 7½ inches.

(e) *Color* Unless otherwise specified, the spear shall have green color extending at least 4½ inches below the tip. There shall be no restrictions regarding the amount of white color permitted on a spear unless agreed upon by the processor and grower. (See § 51.4078.)

(f) For tolerances see "Application of Standards" § 51.4079.

§ 51.4076 U.S. No. 2.

"U.S. No. 2" consists of spears of asparagus which meet the following requirements:

(a) Basic requirements:
(1) Fresh.
(b) Free from:
(1) Decay.
(c) Free from damage caused by:
(1) Dirt.
(d) Free from serious damage caused by:
(1) Disease;
(2) Beetles or other insects; or,
(3) Mechanical, or other means.

(e) *Size*. Unless otherwise specified, each spear shall be not more than 7½ inches in length.

(f) *Color*. Unless otherwise specified, the spear shall have green color extending at least 3 inches below the tip. There shall be no restrictions regarding the amount of white color permitted on a spear unless agreed upon by the processor and grower. (See § 51.4078.)

(g) For tolerances see "Application of Standards" § 51.4079.

CULLS

§ 51.4077 Culls.

"Culls" are spears of asparagus which do not meet the requirements of either of the foregoing grades. Length of spear in excess of that specified in the lowest grade upon which a contract is based and any amount of white in excess of that which may be specified for that grade shall be considered as a "Butt."

BUTT

§ 51.4078 Butt.

That part of a spear that is in excess of the maximum length specified shall be classed as a butt; and if a contract between canner and grower restricts the amount of white on a spear, the white in excess of the amount specified shall also be classified as a butt; and in either case the remaining portion of the spear shall be considered as meeting the grade requirements in regard to these factors.

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[1] Packing of the product in conformity with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable State laws and regulations.

APPLICATION OF STANDARDS

§ 51.4079 Application of standards.

In the application of these standards to determine the percentage of U.S. No. 1 and U.S. No. 2 quality, culls, butts, and off-size in a lot, tolerances shall not apply.

(a) *Tolerances.* When lot of asparagus is required to meet a specified grade, the following tolerances, by weight, shall apply:

(1) *For defects.* 10 percent for spears in any lot which fail to meet the requirements of the grade other than for butts and off-size: *Provided,* That not more than one-tenth of this amount, or 1 percent, shall be allowed for spear as affected by decay.

(2) *For butts.* 5 percent.

(3) *For off-size.* 10 percent, including not more than 5 percent for spears smaller than any specified minimum diameter.

DIAMETER CLASSIFICATION

§ 51.4080 Diameter classification.

(a) The following terms are provided for describing the diameter of the spears:

(1) *Small.* One-fourth inch to less than three-eighths inch in diameter.

(2) *Medium.* Three-eighths inch to less than five-eighths inch in diameter.

(3) *Large.* Five-eighths inch or larger in diameter.

(b) The diameter shall be the greatest thickness of the spear measured at a point 5 inches from the tip, except that spears which are less than 5 inches in length shall be measured at the base of the spear.

DEFINITIONS

§ 51.4081 Fresh.

"Fresh" means not wilted, limp or flabby.

§ 51.4082 Fairly well formed.

"Fairly well formed" means the spear is not badly flattened, crooked, or otherwise so badly deformed that its processing quality is materially affected.

§ 51.4083 Damage.

"Damage" means any defect which detracts from the processing quality of the portion of the spear that extends a distance of 4½ inches from the tip, or which materially detracts from the canning or freezing quality of the remaining portion of the spear exclusive of the butt. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(a) Doubles which detract from the appearance of that portion of the spear that extends a distance of 4½ inches from the tip. Doubles which occur on the remaining portion of the spear shall not be regarded as damage.

(b) Spreading tips, when the tips are so spread or branched that the appearance is appreciably injured. Tips which have a "seedy" appearance shall be considered damaged.

(c) Dirt or sand which is so imbedded in the tip that it cannot be removed in the ordinary process of washing.

(d) Beetle eggs or holes which affect the portion of the spear that extends a distance of 4½ inches from the tips, or which materially detract from the processing quality of the remaining portion of the spear exclusive of the butt.

§ 51.4084 Green color.

"Green color" means any shade or tinge of green color or purple color which will blanch green. The amount of green color shall be determined by measuring the distance from the extreme tip to the lowest point at which any shade of green color completely encircles the spear.

§ 51.4085 Serious damage.

"Serious damage" means any defect which seriously detracts from the processing quality of that part of the spear not classed as a butt. Any one of the following defects, or any combination of defects the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(a) Broken tips when three or more segments are missing from the tip or when the extreme tip is missing and the broken end is not at least fairly well concealed by lower scales.

(b) Spreading tips when the tip branches are more than three-quarter inch in length or when extending out from the spear.

(c) Beetle eggs when more than six eggs are present on the spear providing that not more than three eggs are present within a distance of 4½ inches below the tip.

METRIC CONVERSION TABLE

§ 51.4086 Metric conversion table.

Inches	Millimeters (mm.)
⅛ equals	3.2
¼ equals	6.4
⅜ equals	9.5
½ equals	12.7
⅝ equals	15.9
¾ equals	19.1
1 equals	25.4
2 equals	50.8
3 equals	76.2
4 equals	101.6
4½ equals	114.3
5 equals	127.0
7½ equals	190.5
10 equals	254.0

Subpart—United States Standards for Grades of Beets for Processing

SOURCE: 32 FR 8869, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.4095 General.

(a) The accompanying grades for beets are intended to facilitate transactions between growers and processors who may wish to use a purchasing system based upon the quality of beets delivered. These grades are an outgrowth of the widely accepted principle that price should be directly proportional to quality. The grower who delivers high quality beets deserves a premium price because such beets enable the processor to pack a better quality finished product.

(b) In the application of these standards it is assumed that in most instances sellers will not sort their beets into separate lots of U.S. No. 1 and U.S. No. 2 grades before delivery to the buyer, and that the buyer will pay a certain price for the percentage of each grade and size classification in the lot as determined by inspection. Upon delivery, the inspector will simply sort representative samples taken from each lot, and determine the percentage of each grade and size classification. Final settlement would then be made by applying the percentage of each grade and size classification to the total weight of the lot, and then applying the contract prices established for each grade and size classification. Under such a procedure, there is no need for tolerances.

(c) It will be noted, however, that the standards provide tolerances but these apply only when a grower or shipper has actually sorted his beets in to separate lots of U.S. No. 1 or U.S. No. 2 grades before delivery to the buyer.

GRADES

§ 51.4096 U.S. No. 1.

"U.S. No. 1" consists of beets of similar varietal characteristics, which are firm, tender, fairly well formed; free from soft rot, cull material, and free from damage caused by growth cracks, internal discoloration, white zoning, rodents, freezing, dry rot, other disease, insects, mechanical or other means. (See § 51.4099 and § 51.4100.)

(a) Unless otherwise specified, beets shall be not less than 1 inch in diameter. Other size or sizes may be specified, subject to agreement between buyer and seller. When such agreements are made, the sizes shall be specified in terms of diameter in inches or by means of one or more of the following size classifications:

(1) *Small.* One inch to not over 2 inches in diameter.

(2) *Medium.* Over 2 inches to not over 2 inches in diameter.

(3) *Large.* Over 3 inches in diameter.

§ 51.4097 U.S. No. 2.

"U.S. No. 2" consists of beets of similar varietal characteristics which are firm, tender, not badly misshapen; free from soft rot, cull material, and free from damage caused by internal discoloration and white zoning and free from serious damage by any cause. (See § 51.4099 and § 51.4100.)

(a) Unless otherwise specified, beets shall be not less than 1 inch in diameter.

CULLS

§ 51.4098 Culls.

"Culls" consist of beets which fail to meet the requirements of either of the foregoing grades.

TOPPING REQUIREMENTS

§ 51.4099 Topping requirements.

Unless otherwise specified, tops shall be cut or torn off to within 1 inch of the crown of the root. In making grade determinations, all portions of leaves or leafstems over 1 inch in length, or any other specified length, shall be removed from the roots and scored as "cull material." (See § 51.4105.)

TOLERANCES

§ 51.4100 Tolerances.

(a) For the purpose of determining compliance with one of the foregoing grades the following tolerances, by weight, are provided in order to allow for variations incident to proper grading and handling:

(1) *For defects.* Ten percent for beets in any lot which fail to meet the requirements of the specified grade, including therein not more than 1 percent for beets which are affected by soft rot.

(2) *For cull material.* Two percent in any lot.

(3) *For size.* Fifteen percent for beets in any lot which fail to meet the specified size requirements, including therein not more than 5 percent for beets which fail to meet the specified minimum diameter.

(b) In the application of these standards to determine the percentages of beets in any lot which meet the requirements of the respective grades or size categories no tolerances apply.

DEFINITIONS

§ 51.4101 Firm.

"Firm" means that the beet is not appreciably wilted or flabby.

§ 51.4102 Tender.

"Tender" means that the edible portion of the beet is not fibrous, woody, or tough.

§ 51.4103 Fairly well formed.

"Fairly well formed" means that the beet may be somewhat flattened, three-sided or otherwise slightly misshapen, but not sufficiently so as to materially interfere with the normal process of peeling.

§ 51.4104 Soft rot.

"Soft rot" means any soft, mushy or leaky condition of the tissue.

§ 51.4105 Cull material.

"Cull material" means pieces of beets, loose tops, and portions of attached tops and sprouts in excess of the specified length, loose dirt, adhering caked dirt, weeds, or other foreign matter. Beets with adhering caked dirt, and tops or sprouts which are longer than the specified length, shall not be scored against U.S. No. 1 or U.S. No. 2 grades, but such dirt and such portions of tops and sprouts, which are longer than the specified length, shall be removed from the roots and scored as "cull material."

§ 51.4106 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the processing quality of the beet; or when occurring on a beet not over 2 inches in diameter, cannot be removed in the ordinary process of peeling; or when occurring on a beet more than 2 inches in diameter, cannot be removed without a loss of more than 10 percent, by weight, in excess of that which would occur if the beet were perfect. the following specific defects are considered as damage:

(a) "Internal discoloration" when the beet shows any internal black spot, or other abnormal discoloration which noticeably affects the appearance of the flesh.

(b) "White zoning" when the cross section of the beet shows zones of distinctly whitish or pinkish white flesh.

§ 51.4107 Diameter.

"Diameter" means the shortest distance measured through the center of the beet at right angles to a line running from crown to tip end of the root.

§ 51.4108 Badly misshapen.

"Badly misshapen" means that the beet is flattened, three-sided, or otherwise misshapen to the extent that, in the ordinary process of trimming, a loss of more than 25 percent, by weight, is incurred in excess of that which would occur if the beet were perfect.

§ 51.4109 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the processing quality of the beet; or which cannot be removed in the ordinary process of trimming without a loss of more than 25 percent, by weight, in excess of thast which would occur if the beet were perfect.

Subpart—United States Standards for Grades of Cabbage for Processing

SOURCE: 32 FR 8870, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.4120 General.

(a) The accompanying grades for cabbage are intended to facilitate transactions between growers and processors who may wish to use a purchasing system based upon the quality of cabbage delivered. These grades are an outgrowth of the widely accepted principle that price should be directly proportional to quality. The grower who delivers high quality cabbage deserves a premium price because such cabbage enables the processor to pack a better quality product.

(b) In the application of these standards it is assumed that in most instances sellers will not sort their cabbage into separate lots of U.S. No. 1 and U.S. No. 2 grades before delivery to the buyer, and that the buyer will pay a certain price for the percentage of each in the lot as determined by inspection. Upon delivery, the inspector will simply sort representative samples taken from each lot, and determine the percentage of each grade. Final settlement would then be made by applying the percentage of each grade to the total wieght of the lot, and then applying the contract prices established for each grade. Under such a procedure, there is no need for tolerances.

(c) It will be noted, however, that the standards provide tolerances but these apply only when a grower or shipper has actually sorted his cabbage into separate lots of U.S. No. 1 and U.S. No. 2 grades before delivery to the buyer.

GRADES

§ 51.4121 U.S. No. 1.

"U.S. No. 1" consists of heads of cabbage which are firm, and well trimmed; which are free from soft rot, seedstems, and from damage caused by bursting, discoloration, freezing, disease, birds, insects, mechanical or other means. Unless otherwise specified, the weight of each head of cabbage shall be not less than 3 pounds. (See § 51.4124.)

§ 51.4122 U.S. No. 2.

"U.S. No. 2" consists of heads of cabbage which are not soft; which are fairly well trimmed, free from soft rot, seedstems, and from serious damage caused by bursting, discoloration, freezing, disease, birds, insects, mechanical or other means. Unless otherwise specified, the weight of each head shall be not less than 2 pounds. (See § 51.4124.)

CULLS

§ 51.4123 Culls.

"Culls" are heads of cabbage which do not meet the requirements of either of the foregoing grades.

TOLERANCES

§ 51.4124 Tolerances.

(a) For the purpose of determining compliance with one of the foregoing grades the following tolerances, by weight, are provided in order to allow for variations incident to proper grading and handling:

(1) *For defects.* Ten percent for cabbage in any lot which fails to meet the requirements of the grade, including therein not more than 3 percent for cabbage which is affected by soft rot and including in this latter amount not more than 1 percent for cabbage which is seriously damaged by soft rot.

(2) *For size.* Ten percent for cabbage in any lot which fails to meet the specified minimum size.

(b) In the application of these standards to determine the percentages of cabbage in any lot which meet the requirements of the respective grades no tolerances apply.

DEFINITIONS

§ 51.4125 Well trimmed.

"Well trimmed" means that the head shall be free from loose leaves and the stems shall be not longer than one-half inch. Loose leaves shall be considered those leaves which do not closely enfold the head. Heads of cabbage which show evidence of having been well trimmed in the field shall be considered as meeting the trimming requirements although they may have some leaves which have become loose in the process of ordinary handling.

§ 51.4126 Seedstems.

"Seedstems" means those heads which have seed stalks showing or in which the formation of seed stalks has plainly begun.

§ 51.4127 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the processing quality of the cabbage, or which cannot be removed in the ordinary process of trimming without a loss of more than 5 percent, by weight, in excess of that which would occur if the head of cabbage were perfect.

§ 51.4128 Soft.

"Soft" means loosely formed or lacking compactness.

§ 51.4129 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the processing quality of the cabbage, or which cannot be removed in the ordinary process of trimming without a loss of more than 15 percent, by weight, in excess of that which would occur if the head of cabbage were perfect.

Subpart—United States Standards for Grades of Carrots for Processing

SOURCE: 49 FR 26707, June 29, 1984, unless otherwise noted.

§ 51.4140 General.

(a) Compliance with the provisions of these standards shall not excuse failure to comply with provisions of applicable Federal or State laws.

(b) The accompanying grades for carrots are intended to facilitate transactions between growers and processors who may wish to use a purchasing system based upon the quality of carrots delivered.

(c) In the application of these standards it is assumed that in most instances sellers will not sort their carrots into lots of U.S. No. 1 and U.S. No. 2 grades before delivery to the buyer. Upon delivery, the inspector will select representative samples and determine the percentage of each grade. Under such a procedure, there is no need for tolerances.

§ 51.4141 Grades.

(a) "U.S. No. 1" consists of carrots which meet the following requirements:

(1) Basic requirements:

(i) Similar varietal characteristics;

(ii) Firm;

(iii) Fairly well colored;

(iv) Fairly well formed;

(v) Fairly smooth; and,

(vi) Not woody.

(2) Free from: Unusable material.

(3) Free from damage by:

(i) Soft rot;

(ii) Growth cracks;

(iii) Sunburn;

(iv) Green core;

(v) Pithy core;

(vi) Watercore;

(vii) Internal discoloration;

(viii) Oil spray;

(ix) Freezing;

(x) Dry rot;

(xi) Other disease;

(xii) Insects; and,

(xiii) Mechanical or other means.

(4) Free from serious damage by: Soft rot.

(b) "U.S. No. 2" consists of carrots which meet the following requirements:

(1) Basic requirements:

(i) Similar varietal characteristics;

(ii) Firm;

(iii) Fairly well colored;

(iv) Not badly misshapen;

(v) Not excessively rough; and,

(vi) Not woody.

(2) Free from: Unusable material.

(3) Free from damage by: Soft rot.

(4) Free from serious damage by:

(i) Soft rot; and,

(ii) Any other cause.

(c) For crowning and topping requirements see § 51.4142.

(d) For size requirements see § 51.4143.

(e) For tolerances see § 51.4144.

§ 51.4142 Crowning or topping requirements.

(a) *Carrots shall be specified as crowned or topped.*(1) Crowned carrots shall have the crowns cut off the root reasonably perpendicular to the longitudinal axis. All uncrowned carrots shall be separated from crowned carrots and the percentage of such carrots determined.

(2) Topped carrots shall have the tops or sprouts cut, snapped, or twisted off to within three-fourths inch of the crown of the root, or to any other specified length. All portions of leaf stems or sprouts over three-fourths inch long, or any other specified length, shall be considered as unusable material (§ 51.4145).

§ 51.4143 Size.

(a) Unless otherwise specified, the minimum length shall be not less than 3 inches, provided that roots under 2 inches in length shall be considered unsable material.

(b) The minimum and maximum diameters for U.S. No. 1 and U.S. No. 2 grades may be specified by agreement between the buyer and the seller.

§ 51.4144 Tolerances.

In the application of these standards to determine the percentages of carrots in the lot which meet the requirements of the respective grades, no tolerances apply. However, for the purpose of determining compliance with one of the foregoing grades the following tolerances, by weight, are provided in order to allow for variations incident to proper grading and handling:

(a) *For defects.* Ten percent for carrots in any lot which fail to meet the requirements of the specified grade, including therein not more than 3 percent for carrots which are damaged by soft rot and included in this latter amount not more than 1 percent for carrots which are seriously damaged by soft rot.

(b) *For unusable material.* Two percent in any lot.

(c) *For size.* Ten percent for carrots in any lot which fail to meet the specified size requirements, included therein not more than 5 percent for carrots which fail to meet the specified minimum diameter or length.

§ 51.4145 Definitions.

(a) "Similar varietal characteristics" means that the carrots are of the same general type.

(b) "Firm" means that the carrot is not soft, flabby or shriveled.

(c) "Fairly well colored" means that the outside and inside color of the carrot is orange, orange red, or orange scarlet but not a pale orange or distinct yellow color.

(d) "Fairly well formed" means that the carrot is not forked, or materially crooked, or otherwise misshapen to the extent that, in the process of trimming, a loss of over 5 percent, by weight, of the root is incurred in excess of that which would occur if the root were perfect.

(e) "Fairly smooth" means the carrot is not rough, ridged, or covered with secondary rootlets to the extent that, in the process of trimming, a loss of over 5 percent, by weight, of the root is incurred in excess of that which would occur if the root were perfect.

(f) "Woody" means that the flesh of the carrot is tough and fibrous.

(g) "Unusable material" means pieces of carrots under 2 inches in length, loose tops, loose dirt, adhering caked dirt, weeds or other foreign matter, portions of attached tops or sprouts in excess of the specified length or, loose crowns or portions of crowns. Carrots with adhering caked dirt, and tops or sprouts longer than the required or specified length shall not be scored against U.S. No. 1 or U.S. No. 2 grades, but such material shall be removed from the carrot and scored as unusable material.

(h) "Diameter" means the greatest dimension of the root taken at right angles to the longitudinal axis.

(i) "Badly misshapen" means that the carrot is forked or misshapen to the extent that, in the process of trimming, a loss of over 15 percent, by weight, of the root is incurred in excess of that which would occur if the root were perfect.

(j) "Excessively rough" means that the carrot is rough or ridged to the extent that in the process of trimming, a loss of over 15 percent, by weight, of the root is incurred in excess of that which would occur if the root were perfect.

(k) "Damage" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the processing quality of the carrot, or which cannot be removed in the process of trimming without a loss of more than 5 percent, by weight, in excess of that which would occur if the root were perfect. The following specific defects shall be considered as damage:

(1) Watercore when moderately discolored.

(2) Oil spray when materially detracting from the processing quality of the carrot, or causing an oily flavor.

(3) Growth cracks when not smooth or not shallow, or when materially detracting from the processing quality of the carrot.

(4) Air cracks when excessively deep or wide, or when materially detracting from the processing quality of the carrot.

(5) Freezing when any amount affects the root.

(6) Soft rot when any amount affects the root.

(l) "Serious damage" means any specific defect defined in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the processing quality of the carrot, or which cannot be removed in the process of trimming without a loss of more than 15 percent, by weight, in excess of that which would occur if the root were perfect. The following specific defects shall be considered as serious damage:

(1) Watercore when severely discolored.

(2) Oil spray when seriously detracting from the processing quality of the carrot, or causing an oily flavor.

(3) Freezing when any amount affects the root.

(4) Soft rot when affecting more than 15 percent of the total weight of the root.

Subpart—United States Standards for Grades of Cucumbers for Pickling

SOURCE: 32 FR 8872, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.4170 General.

(a) These standards are intended for use as a basis for determining the quality of cucumbers for pickling as they are delivered by the growers to a brining plant, pickling plant, or loading station.

(b) It should be understood at the outset that in the application of these standards the only sorting required of the grower is the removal of culls. The standards simply provide a basis for sampling as they are delivered to the plant.

(c) The method of applying the standards is as follows: Suppose the packer specifies in his contracts with growers that he will pay $2.25 per 100 pounds for U.S. No. 1 cucumbers, $1 for U.S. No. 2 cucumbers and $0.60 for U.S. No. 3 cucumbers. The inspector takes a representative sample from a growers 1,000 pound load and separates the cucumbers into the various grades. He finds that 45 percent, by weight, of the cucumbers grade U.S. No. 1; 20 percent, U.S. No. 2; 33 percent, U.S. No. 3; and 2 percent culls. The returns for the 1,000 pound load would be calculated as follows:

U.S. No. 1's—45 percent of 1,000 equals 450 pounds at $0.0225 equals	$10.12
U.S. No. 2's—20 percent of 1,000 equals 200 pounds at $0.01 equals	2.00
U.S. No. 3's—33 percent of 1,000 equals 330 pounds at $0.006 equals	1.98
Culls—2 percent of 1,000 equals 20 pounds at $0.000 equals	0.00
Total for load	$14.10

The prices quoted are for illustrative purposes only.

(d) The application of these standards requires the services of private or official inspectors to determine and report the grade of each lot of cucumbers delivered to the plant.

GRADES

§ 51.4171 U.S. No. 1.

"U.S. No. 1" consists of cucumbers that show characteristic color and which are fairly well formed, fresh and firm, but are not full grown or ripe; which are free from decay and from damage caused by dirt, freezing, sunburn, mosaic or other disease, insects, or mechanical or other means.

(a) Unless otherwise specified, cucumbers of this grade shall not exceed 3½ inches in length of 1¼ inches in diameter, but the length shall be not less than 2¼ times the diameter.

§ 51.4172 U.S. No. 2.

"U.S. No. 2" consists of cucumbers which meet the requirements of U.S. No. 1 grade except for size.

(a) Unless otherwise specified, cucumbers of this grade shall not exceed 5½ inches in length of 1⅞ inches in diameter, but the length shall be not less than 2½ times the diameter.

§ 51.4173 U.S. No. 3.

"U.S. No. 3" consists of cucumbers that show characteristic color, are not round or ball-shaped, are fresh but not full grown or ripe, free from decay and free from damage caused by dirt, freezing, sunburn, mosaic or other disease. Unless otherwise specified, cucumbers of this grade shall be firm.

(a) Unless otherwise specified, cucumbers of this grade shall not exceed 6 inches in length of 2¼ inches in diameter.

CULLS

§ 51.4174 Culls.

"Culls" consist of cucumbers which do not meet the requirements of the foregoing grades.

DEFINITIONS

§ 51.4175 Characteristic color.

"Characteristic color" means that the color is typical of cucumbers for pickling. Cucumbers that show whitish or yellowish-green areas due to shading of the vines or other cause shall not be considered as lacking in characteristic color, unless the appearance is seriously injured.

§ 51.4176 Fairly well formed.

"Fairly well formed" means that the cucumber is not materially curved, materially tapered more than normal at one or both ends, or otherwise materially misshapen for pickling purposes.

§ 51.4177 Fresh.

"Fresh" means bright, not wilted or old.

§ 51.4178 Full grown.

"Full grown" means that the cucumber has a dull appearance, is fairly smooth, and warts when present, are not prominent.

§ 51.4179 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the pickling quality of the cucumber.

§ 51.4180 Diameter.

"Diameter" means the greatest dimension at right angles to the longitudinal axis exclusive of warts.

Subpart—United States Standards for Grades of Onions for Processing

SOURCE: 32 FR 8872, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.4190 General.

(a) The accompanying grades for onions are intended to facilitate transactions between growers and processors who may wish to use a purchasing system based upon the quality of onions delivered. These grades are an outgrowth of the widely accepted principle that price should be directly proportional to quality. The grower who delivers high quality onions deserves a premium price because such onions enable the processor to pack a better quality finished product.

(b) In the application of these standards it is assumed that in most instances sellers will not sort their onions into separate lots of U.S. No. 1 and U.S. No. 2 grades before delivery to the buyer, and that the buyer will pay a certain price for the percentage of each grade in the lots as determined by inspection. Upon delivery, the inspector will simply sort representative samples taken from each lot, and determine the percentage of each grade. Final settlement would then be made by applying the percentage of each grade to the total weight of the lot, and then applying the contract prices established for each grade. Under such a procedure, there is no need for tolerances.

(c) It will be noted, however, that the standards provide tolerances but these apply only when a grower or shipper has actually sorted his onions into separate lots of U.S. No. 1 or U.S. No. 2 grades before delivery to the buyer.

GRADES

§ 51.4191 U.S. No. 1.

"U.S. No. 1" consists of onions of similar varietal characteristics which are mature, fairly firm; free from soft rot of wet breakdown, sprouts, bottlenecks, scallions, and cull material. The onions shall also be free from damage caused by seedstems, sunscald, sunburn, roots, moisture, freezing, mold or other disease, insects, mechanical or other means.

(a) Unless otherwise specified, the minimum size shall be one inch in diameter. (See §§ 51.4194 and 51.4195.)

§ 51.4192 U.S. No. 2.

"U.S. No. 2" consists of onions of similar varietal characteristics which are mature, not soft or spongy; free from soft rot or wet breakdown, scallions, and cull material. The onions shall also be free from damage caused by sunscald, sunburn, roots, moisture, freezing, mold or other disease, and insects, and free from serious damage caused by sprouting and mechanical or other means.

(a) Unless otherwise specified, the minimum size shall be one inch in diameter. (See §§ 51.4194 and 51.4195.)

CULLS

§ 51.4193 Culls.

"Culls" consist of onions that fail to meet the requirements of either of the foregoing grades and topping requirements.

TOPPING REQUIREMENTS

§ 51.4194 Topping requirements.

Unless otherwise specified, the onions shall be topped in accordance with good commercial practice. In making grade determinations, unless otherwise specified, all onions in excess of 20 percent, by weight, with tops over 3 inches long shall be classed as Culls.

TOLERANCES

§ 51.4195 Tolerances.

(a) For the purpose of determining compliance with one of the foregoing grades the following tolerances, by weight, are provided in order to allow for variations incident to proper grading and handling:

(1) *For defects.* Five percent for onions in any lot which fail to meet the requirements of the specified grade, including therein not more than 2 percent for onions which are affected by wet mold, soft rot, soft sunscald or watery breakdown.

(2) *For cull material.* Two percent in any lot.

(3) *For tops.* Twenty percent for onions in any lot which have tops more than 3 inches long.

(4) *For size.* Five percent for onions in any lot which fail to meet the specified minimum diameter and 15 percent for onions which fail to meet the specified maximum diameter.

(b) In the application of these standards to determine the percentages of onions in any lot which meet the requirements of the respective grades or size categories no tolerances apply.

DEFINITIONS

§ 51.4196 Similar varietal characteristics.

"Similar varietal characteristics" means that the onions are of the same color and general type.

§ 51.4197 Mature.

"Mature" means dry and well cured. Mid-season onions which are not customarily held in storage shall be considered mature when harvested in accordance with good commercial practice at a stage which will not result in the onions becoming soft or spongy.

§ 51.4198 Fairly firm.

"Fairly firm" means that the onion may yield only slightly to moderate pressure.

§ 51.4199 Bottlenecks.

"Bottlenecks" are onions having abnormally thick necks with only fairly well developed bulbs.

§ 51.4200 Scallions.

"Scallions" are onions which have thick necks and relatively small and poorly developed bulbs.

§ 51.4201 Cull material.

"Cull material" means loose tops, scales, trash, loose dirt, adhering caked dirt or other foreign matter. Onions with adhering caked dirt shall not be scored against U.S. No. 1 or U.S. No. 2 grades, but such dirt shall be removed from the onions and scored as cull material.

§ 51.4202 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the processing quality of the individual onion. The following specific defects shall be considered as damage:

(a) Seedstems when more than three-eighths inch in diameter.

(b) Sunscald, except slight dry scald which is not readily apparent without peeling the onion.

(c) Sunburn, when the onion shows extensive deep green discoloration.

(d) Roots, which are succulent and excessively long and bushy.

(e) Freezing, when the onion shows a lack of firmness, a water-soaked appearance of the flesh, or breakdown.

(f) Disease, when the onion shows any wet mold, wet breakdown, or decay.

(g) Mechanical injury, when more than one of the fleshy sclaes is badly cracked, cut or bruised.

§ 51.4203 Diameter.

"Diameter" means the greatest dimension at right angles to a straight line running from the stem to the root.

§ 51.4204 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the processing quality of the individual onion. The following specific defects shall be considered as serious damage:

(a) Sprouting, when the onion has become soft and spongy.

(b) Mechanical injury, when more than two of the fleshy scales are badly cracked, cut or bruised.

Subpart—United States Standards for Grades of Fresh Shelled Peas for Canning or Freezing

SOURCE: 32 FR 8873, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.4210 General.

(a) These standards are recommended to be used as a basis for contracts only after thorough consideration by canners and growers, and preferably after demonstration of methods of grading and inspection by qualified inspectors. They provide a basis for determining the quality of various lots of peas after shelling. The standards are an outgrowth of the widely accepted principle that price should be proportional to quality. The grower delivering high quality peas deserves a commensurate price because such quality peas enable the canner to pack a better quality finished product.

(b) Inspection based upon the U.S. Standards for Fresh Shelled Peas for Canning or Freezing involves securing a representative sample from each lot and classifying each of the individual peas in accordance with the accompanying grades. The inspector's report shows the percentage of peas in each of the various grades.

(c) The application of the standards requires the services of private or official inspectors. Such inspectors must be capable, efficient, and above all, they must be absolutely impartial.

GRADES

§ 51.4211 U.S. Fancy.

"U.S. Fancy" consists of peas of similar varietal characteristics which are very tender, very succulent, of good characteristic color; free from decay, scald, and from injury caused by rust, shriveling, heating, disease, insects, or other means.

§ 51.4212 U.S. No. 1.

"U.S. No. 1" consists of peas of similar varietal characteristics which are fairly tender, fairly succulent, of characteristic color, free from decay and scald, and from injury caused by rust, shriveling, heating, disease, insects, or other means.

§ 51.4213 U.S. No. 2.

"U.S. No. 2" consists of peas of similar varietal characteristics which are slightly tender, slightly succulent; which have a green color and are free from decay and scald, and from damage caused by rust, shriveling, heating, disease, insects, or other means.

§ 51.4214 U.S. No. 3.

"U.S. No. 3" consists of peas which are free from decay, scald, and from damage caused by heating, or other means.

CULLS

§ 51.4215 Culls.

"Culls" are peas which fail to meet the requirements of U.S. No. 3 grade.

FOREIGN MATERIAL

§ 51.4216 Foreign material.

The presence of thistle buds or other foreign material shall not be considered as affecting any of the foregoing grades. However, restrictions regarding the amount of such foreign material may be fixed by agreement between grower and processor.

DEFINITIONS

§ 51.4217 Very tender.

"Very tender" means that the pea yields to slight pressure and the cotyledon crushes into a smooth pulp.

§ 51.4218 Very succulent.

"Very succulent" means that the pea tastes sweet, and the cotyledon yields free juice when crushed.

§ 51.4219 Good characteristic color.

"Good characteristic color" means that the pea has good green color characteristic of the variety.

§ 51.4220 Injury.

"Injury" means any defect, or any combination of defects, which detracts from the canning or freezing quality. Mechanical injury incident to harvesting and vining operations shall not be considered as injury.

§ 51.4221 Fairly tender.

"Fairly tender" means that the pea yields to moderate pressure which causes the cotyledon to break into numerous small granular pieces rather than to crush into a smooth pulp.

§ 51.4222 Fairly succulent.

"Fairly succulent" means that the pea is moist and fairly sweet.

§ 51.4223 Characteristic color.

"Characteristic color" means that the pea has a fairly good green color; that is, not faded or having a yellowish color.

§ 51.4224 Slightly tender.

"Slightly tender" means that the pea yields to pressure between the thumb and finger but the edges of the cotyledon feel rather hard and sharp and the edges of broken pieces appear whitish and ragged.

§ 51.4225 Slightly succulent.

"Slightly succulent" means that the pea is becoming dry and starchy, and often having a whitish center or "starch ball."

§ 51.4226 Green color.

"Green color" means that the pea may be slightly yellowish or faded, but the green color is predominant.

§ 51.4227 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the canning or freezing quality of the pea. Mechanical injury incident to harvesting and vining operations shall not be considered as damage.

Subpart—United States Standards for Grades of Gladiolus Corms (Bulbs)[1]

SOURCE: 47 FR 9186, Mar. 4, 1982, unless otherwise noted.

§ 51.4240 General.

These standards apply to corms (bulbs) of the genus Gladiolus characteristically flattened in shape, consisting of solid corms (bulbs) propagated by a new corm which grows on top of the old corm (bulb) or by cormels (bulblets) which form between the old and new corms. (See Figure I)

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[1] Compliance with the provisions of these standards shall not excuse failure to comply with provisions of applicable Federal or State laws.

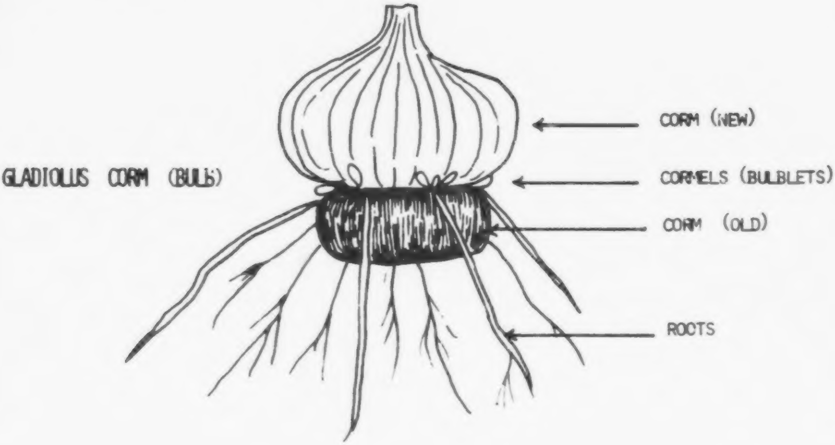

FIGURE I

§ 51.4241 Grades.

(a) "U.S. Fancy" consists of gladiolus corms which meet the following requirements:

(1) Basic requirements:
(i) Mature and well cured;
(ii) Well filled;
(iii) Clean; and,
(iv) Well trimmed.
(2) Free from:
(i) Mold;
(ii) Shattered corms;
(iii) Thrips;
(iv) Freezing;
(v) Nut sedge;
(vi) Grass roots;
(vii) Rogues; and,
(viii) Decay.
(3) Free from damage by any means.
(4) Size. See § 51.4242
(5) Tolerances. See § 51.4243

(b) "U.S. No. 1" consists of gladiolus corms which meet the requirements of U.S. Fancy, except for increased tolerances specified in § 51.4243.

(c) "U.S. Fancy Mixture" consists of gladiolus corms which meet the requirements of U.S. Fancy, except for rogues.

(d) "U.S. No. 1 Mixture" consists of gladiolus corms which meet the requirements of U.S. No. 1, except for rogues.

§ 51.4242 Size.

(a) The size of corms may be specified in connection with the grade in terms of minimum circumference, maximum circumference, minimum diameter, maximum diameter, or in accordance with one of the size designations given in Table I.

(b) Circumference or diameter means the greatest dimension of the corm at right angles to a line running from the stem to the center of the basal portion.

TABLE I

Size designation	Diameter		Circumference	
	Minimum inches	Maximum inches	Minimum centimeters	Maximum centimeters
Jumbo	Over 1¾		Over 14	
1	1½	1¾	12	14
2	1¼	1½	10	12
3	1	1¼	8	10

TABLE I—Continued

Size designation	Diameter		Circumference	
	Minimum inches	Maximum inches	Minimum centimeters	Maximum centimeters
4	¾	1	6	8
5	½	¾	4	6
6	¼	½	2	4
7		Under ¼		Under 2
Large	1¼	1¾	10	14
Medium	¾	1¼	6	10
Small	¼	¾	2	6

§ 51.4243 Tolerances.

In order to allow for variations incident to proper grading and handling, the tolerances, by count, given in Table II shall be permitted in any lot.

TABLE II

	U.S. fancy (percent)	U.S. No. 1 (percent)
Total defects	6	10
Included in total defects:		
Internal defects	2	3
Rogues	2	4
Thrips	1	1
Nut sedge, grass roots, freezing, and decay	½ of 1	½ of 1

Not more than 10 percent of the corms in any lot may fail to meet a specified size, including therein not more than 5 percent for corms which fail to meet the specified minimum circumference or diameter.

§ 51.4244 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations: Provided, That the averages for the entire lot are within the tolerances specified for the grade:

(a) Individual samples may contain not more than double the tolerance specified.

(b) One defective and one off-size specimen may be permitted in any package.

(c) Packages containing 10 specimens or less are not restricted as to the percentage of defects, except not more than one specimen which is affected by decay or otherwise seriously damaged and one off-size specimen may be permitted in any package.

§ 51.4245 Sample for grade and size determination.

Each sample shall consist of 50 corms, except when individual packages contain less than 50 corms the sample shall be the individual package.

§ 51.4246 Definitions.

"Mature and well cured" means corm is firm with a well-healed base scar and dry neck.

"Well filled" means compact and plump.

"Clean" means practically free from dirt and other foreign material.

"Fairly clean" means not materially caked with dirt or materially stained.

"Well trimmed" means tops are not more than 1 inch (2.5 cm) in length. New stem growth is not considered when determining trim.

"Fairly well trimmed" means tops are not more than 2 inches (5.1 cm) in length. New stem growth is not considered when determining trim.

"Rogues" means a distinctly different cultivar from that labeled for the entire lot. Corms of different cultivars usually vary in conformation and color.

"Shriveled" means a marked change in form, such as being shrunken, drawn or wrinkled.

"Soft" means gives readily to moderate pressure.

"Damage" means any specific defect described in § 51.4247—Table III; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which materially detracts from the marketing quality of the corm.

"Serious damage" means any specific defect described in § 51.4247—Table III; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects which seriously detracts from the marketing quality of the corm.

"Permanent defects" means defects which are not subject to change during shipment or storage, such as: cleanness, shape, trim.

"Condition defects" means defects which are subject to change during shipment or storage, such as: shriveling, softness, decay.

§ 51.4247 Classification of defects.

TABLE III

Defects	Damage	Serious damage
Bacterial spot	Aggregating more than 3/8 inch (.9 cm) in diameter on a corm 1 inch (2.5 cm), in diameter and correspondingly lesser or greater areas on smaller or larger corms.	
Discoloration	Aggregating more than 3/8 inch (.9 cm) in diameter on a corm 1 inch (2.5 cm), in diameter and correspondingly lesser or greater areas on smaller or larger corms.	
Cuts	Aggregating more than 1/2 inch (1.3 cm) in length and 1/8 inch (.3 cm), in depth on a corm 1 inch (2.5 cm) in diameter, and correspondingly lesser or greater areas on smaller or larger corms.	
Bruises	Aggregating more than 3/4 inch (1.9 cm) in diameter and the area being soft or indented on a corm 1 inch (2.5 cm), in diameter and correspondingly lesser or greater areas on smaller or larger corms.	
Thrips		When any feeding on the corm is evident or when thrips are present.
Nut sedge		When present or penetrates the corm surface.
Grass roots		When penetrating the corm surface.
Mold		When affecting the incipient root system (living tissue) or which penetrates below the epidermis.
Shattered		When corms are cracked, crushed or split.
Freezing		When corm is frozen or shows any amount of brown discoloration or is soft following freezing.
Decay		Soft, mushy or mummified condition or disintegration or breakdown of the tissue of the corm.

Subpart—United States Standards for Grades of Dewberries and Blackberries

SOURCE: 32 FR 8875, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.4270 U.S. No. 1.

"U.S. No. 1" consists of dewberries or blackberries of one variety which are firm, well colored, well developed and not overripe, which are free from caps (calyxes), mold and decay, and from damage caused by dirt or other foreign matter, shriveling, moisture, disease, insects, mechanical or other means.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling, not more than 10 percent, by volume, of the berries in any lot may fail to meet the requirements of this grade, including therein not more than 5 percent for defects causing serious damage, and including in this latter amount not more than 1 percent for berries which are affected by mold or decay.

§ 51.4271 U.S. No. 2.

"U.S. No. 2" consists of dewberries or blackberries of one variety which fail to meet the requirements of the U.S. No. 1 grade but which do not contain more than 10 percent, by volume, of berries in any lot which are seriously damaged by any cause, including therein not more than 2 percent for berries which are affected by mold or decay.

UNCLASSIFIED

§ 51.4272 Unclassified.

"Unclassified" consists of dewberries or blackberries which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

DEFINITIONS

§ 51.4273 Well colored.

"Well colored" means that the whole surface of the berry shall be a blue or black color.

§ 51.4274 Well developed.

"Well developed" means that the berries shall not be misshapen owing to anthracnose injury, frost injury, lack of pollination, insect injury, or other causes.

§ 51.4275 Overripe.

"Overripe" means dead ripe or soft, necessitating immediate consumption.

§ 51.4276 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the berry.

§ 51.4277 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the berry. Berries which are badly deformed, crushed, leaky, moldy, decayed, or which have less than one-half of the surface covered with a blue or black color shall be considered as seriously damaged.

Subpart—United States Standards for Grades of Juice Grapes (European or Vinifera Type)

SOURCE: 32 FR 8875, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.4290 U.S. No. 1 Juice Grapes.

"U.S. No. 1 Juice Grapes" consists of bunches of well developed grapes of one variety[1] which are fairly well colored and mature, which are not weak, loose at capstems, shattered, split, crushed, or wet; which are free from waterberry, redberry, mold, or decay, and from damage caused by freezing, heat, sunburn, mildew or other disease, insects, or other means: *Provided*, That there shall be no color requirements in this grade for white varieties when the grapes test not less than 20 percent soluble solids in juice. Not more than a total of 15 percent, by weight, of the berries in any container may be raisining or raisined but not more than 5 percent may be raisined, except that any amount of raisining may be permitted if the percentage of raisining is specified in connection with the grade.

(a) Bunches shall not be excessively straggly, or damaged by dried berries, or by immature shot berries.

(b) Stems shall not be moldy, or damaged by freezing.

(c) In order to allow for variations incident to proper handling, not more than 10 percent, by weight, of the grapes in any container may be below the requirements of this grade, but not more than a total of 5 percent, by weight, may be seriously damaged, and not more than two-fifths of this amount, or 2 percent, may be affected by decay, but in no case shall more than 15 percent, by weight, of the bunches in any container have spots of decay affecting three or more continguous berries: *And provided further*, That an additional tolerance of not more than a total of 10 percent, by weight, of the bunches in any container may be damaged by dried berries and/or immature shot berries. No part of this tolerance shall be allowed for berries which are raisining or raisined.

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[1] Mixed grapes of the Alicante Bouschet, Alicante Ganzin, Petit Bouschet, and Grand Noir varieties shall be considered as Alicante Bouschet type, and may be admitted to this grade.

§ 51.4291 U.S. No. 1 Mixed Juice Grapes.

"U.S. No. 1 Mixed Juice Grapes" consists of grapes of mixed varieties of the same color which meet the remaining requirements of U.S. No. 1 Juice Grapes.

§ 51.4292 U.S. No. 2 Juice Grapes.

"U.S. No. 2 Juice Grapes" consists of grapes of one variety[1] which are mature: which are not detached from the capstems, split, crushed, or wet; which are free from raisined berries, sunburned, or dried berries, waterberry, redberry, mold or decay, and from serious damage caused by heat, freezing, or other means.

(a) In order to allow for variations incident to proper handling, not more than 15 percent, by weight, of the grapes in any container may be raisined, and in additon not more than 10 percent, by weight, of the grapes in any container may be below the remaining requirements of this grade, but not more than a total of 5 percent, by weight, may be affected by decay.

§ 51.4293 U.S. No. 2 Mixed Juice Grapes.

"U.S. No. 2 Mixed Juice Grapes" consists of mixed varieties of the same color which meet the remaining requirements of U.S. No. 2 Juice Grapes.

UNCLASSIFIED

§ 51.4294 Unclassified.

"Unclassified" grapes shall be mature and shall not include in excess of 10 percent, by weight, of the berries in any one container which are affected by decay.

APPLICATION OF TOLERANCES

§ 51.4295 Application of tolerances.

(a) The tolerances for the standards are on a container basis. However, individual packages in any lot may vary from the specified tolerance as stated below: *Provided*, The averages for the entire lot, based on sample inspection, are within the tolerances specified.

(1) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerance specified.

(2) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than double the tolerance specified.

COLOR REQUIREMENTS

§ 51.4296 Color requirements.

(a) "Fairly well colored" means in the case of:

(1) "Black varieties" that each bunch shall have not less than 85 percent, by count, of berries showing characteristic color, excepting that in order to allow for variations incident to proper grading and handling, not more than 10 percent, by weight, of the bunches in any container may fail to meet this requirement: *Provided*, In the case of the following varieties: Zinfandel, Ribier, Rose of Peru, Black Prince, Black Hamburg, Blue Elba, Grignolino, Aramon, Mission, Zante, and Black Monukka, each bunch shall have not less than 75 percent, by count, of berries showing characteristic color, excepting that in order to allow for variations incident to proper grading and handling, not more than 10 percent, by weight, of the bunches in any container may fail to meet this requirement. Purple to black shall be considered characteristic color for Malvoise, Grenache, Trousseau, Ribier, Rose of Peru, Black Prince, and Black Hamburg; and reddish purple to black shall be considered characteristic color for Cornichon, Aramon, Mission, Grignolino, Zante, and Black Monukka.

(2) "Red varieties" that each bunch shall have not less than 60 percent, by count, of fairly well colored berries, excepting that in order to allow for variations incident to proper grading and handling, not more than 10 percent, by weight, of the bunches in any container may fail to meet this requirements: *Provided*, That in the case of the Flame Tokay variety each bunch shall have not less than 45 percent, by count, of fairly well colored berries, excepting that in order to allow for variations incident to proper grading and handling, not more than 10 percent, by weight, of the bunches in any container may fail to meet this

requirement. Red grape berries shall be considered fairly well colored when at least 60 percent of the surface shows characteristic color. Light pink, red, dark red, or purple are considered characteristic color for red varieties.

(3) "White varieties" that each bunch shall have not less than 50 percent, by count, of berries showing light green, straw, or amber color, excepting that in order to allow for variations incident to proper grading and handling, not more than 10 percent, by weight, of the bunches in any container may fail to meet this requirement.

MATURITY REQUIREMENTS

§ 51.4297 Maturity requirements.

"Mature" means that the average or composite test of a representative sample of all the grapes in each container shall be not less than 17 percent soluble solids in juice, as determined by the Ballingor Brix scale hydrometer, except that the varieties Emperor, Gros Colman (Dedrelabi, Blue Grau, Servian Blue, Fresno Beauty), Pierce Isabella (Pierce, Isabella Regia, California Concord), Olivette Blanche, Blaney White (Rish Baba, Humphrey Ladyfinger), Red Malaga (Molinera Gordo), Ribier, Khalili, and Dizmar (Persian 23), and Burger, shall test not less than 16 percent and except Muscat varieties which shall test not less than 18 percent.

DEFINITIONS

§ 51.4298 One variety.

"One variety" means grapes showing the same varietal characteristics.

§ 51.4299 Waterberry.

"Waterberry" means a disease characterized by a watery, soft, or flabby condition of the berries. Such affected berries are low in sugar content, have tender skins and are very easily crushed.

§ 51.4300 Weak berries.

"Weak berries" are those which approach a waterberry in condition but are not so far advanced or affected.

§ 51.4301 Redberry.

"Redberry" means a condition closely resembling waterberry generally found in black varieties. Such grapes show a red or brownish red color in addition to the general characteristics of waterberry.

§ 51.4302 Damage.

"Damage" means any defect or injury which materially affects the shipping or market quality or seriously affects the appearance. The following shall be considered as damage:

(a) Freezing, when the flesh of the berries is discolored or broken down. Freezing which causes only drying of the capstems shall not be considered as damage in grades for juice grapes, but freezing injury to main or lateral stems is considered damage.

(b) Heat, when the flesh of the berries is discolored or broken down.

(c) Sunburn, when the skin shows dark brown discoloration, or any hardening or depression of the skin.

(d) Mildew, when any active powdery mildew is present on berries or stems; or mildew scars which cause cracking or deformity of the berries, or seriously affect the appearance of the bunch.

(e) Dried berries, when the appearance of the bunch is seriously affected by berries which are completely dried and hard.

(f) Immature shot berries, when the appearance of the bunch is seriously affected.

§ 51.4303 Raisining berries.

"Raisining berries" means grape berries in a stage of normal curing process, which have developed to some extent the characteristic shriveled or wrinkled appearance of a raisin, but which contain sufficient juice to drop from the berry under ordinary pressure between thumb and finger. Change of color and flavor are in some cases, additional characteristics of raisining berries.

(a) While wilting is prerequisite to the raisining process, berries which merely are wilted, or which show the fine wrinkling of the skin characteristic of advanced maturity without distinct shriveling, or change of color or taste, are not considered as raisining.

§ 51.4304 Raisined berries.

"Raisined berries" means grape berries which are fully cured, resembling raisins, which do not contain sufficient juice to drop from the berry under ordinary pressure between thumb and finger.

§ 51.4305 Decay.

"Decay" means any infection of rhizopus, blue mold, gray mold, or black mold, and does not include slight surface development of green mold (Cladosporium).

§ 51.4306 Serious damage.

"Serious damage" means any defect or injury which seriously affects the shipping or market quality, including grapes which are split, crushed, wet, or affected with redberry, waterberry, or decay, excepting that raisining grapes which are cracked or split, and grapes which show cracks at the blossom end shall not be considered as seriously damaged. Serious damage by heat or freezing means that the flesh of the berries is discolored or broken down.

§ 51.4307 Wet.

"Wet" means moisture from crushing or rain.

Subpart—United States Standards for Grades of Raspberries

SOURCE: 32 FR 8876, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.4320 U.S. No. 1.

"U.S. No. 1" consists of raspberries of one variety which are well colored, well developed and not soft, overripe, or broken; which are free from cores, sunscald, mold, and decay, and from damage caused by dirt or other foreign matter, shriveling, moisture, disease, insects, mechanical or other means.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling, not more than 10 percent, by volume, of the berries in any lot may fail to meet the requirements of this grade, including therein not more than 5 percent, for defects causing serious damage, and including in this latter amount not more than 1 percent for berries which are affected by mold or decay.

§ 51.4321 U.S. No. 2.

"U.S. No. 2" consists of raspberries of one variety which fail to meet the requirements of the U.S. No. 1 grade but which do not contain more than 10 percent, by volume, of berries in any lot which are seriously damaged by any cause, including therein not more than 2 percent for berries which are affected by mold or decay.

UNCLASSIFIED

§ 51.4322 Unclassified.

"Unclassified" consists of raspberries which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.4323 Application of tolerances.

The contents of individual packages in the lot are subject to the following limitations:

(a) Individual packages may contain not more than one and one-half times the tolerance specified: *Provided,* That the average for the entire lot is within the tolerance specified.

DEFINITIONS

§ 51.4324 Well colored.

"Well colored" means that the whole surface of the berry shows a color characteristic of a mature berry.

§ 51.4325 Well developed.

"Well developed" means that the berries shall not be misshapen owing to anthracnose injury, frost injury, lack of pollination, insect injury, or other causes.

§ 51.4326 Overripe.

"Overripe" means dead ripe or soft, necessitation, immediate consumption.

§ 51.4327 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance, or the edible or marketing quality of the raspberries.

§ 51.4328 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the appearance, or the edible or marketing quality of the berry. Berries which are badly deformed, crushed, leaky, moldy, decayed, or which have poor color characteristic of immature berries, or berries from which the core has not been removed, shall be considered as seriously damaged.

Subpart—United States Standards for Grades of Red Sour Cherries for Manufacture

SOURCE: 32 FR 8877, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.4340 General.

(a) The following grades for red sour cherries are intended to facilitate transactions between growers and processors who may wish to use a purchasing system based upon the quality of cherries delivered to the processing plant. These grades are an outgrowth of the widely accepted principle that price should be directly proportional to quality. The grower delivering high quality cherries deserves a premium price, because such cherries enable the canner to pack a better quality finished product.

(b) A system of payments with proper price differentials based upon quality as determined by standard grades makes it possible for growers to be compensated for additional expenditures necessitated by better growing and harvesting practices.

(c) The most practical method of measuring the quality of cherries is by drawing a representative sample from the lot, sorting it to determine the percentage of defective fruit and giving it a grade designation. The application of these standards requires the services of private or official inspectors to determine the grade of each lot of cherries. Such inspectors must be capable, efficient, and above all, they must be absolutely impartial. The inspector's report should show the percentage of defective cherries and the grade assigned to the lot which the sample represents.

(d) Contracts for the purchase of cherries are usually made long before the cherries are harvested. When contracts are based upon the U.S. grades two fundamental principles should be taken into consideration. First, provision should be made for an impartial inspection of each lot of cherries delivered to the plant. Second, the contract should specify the prices to be paid for the cherries of various qualities determined by the grade or percentage of U.S. No. 1 cherries in the lot.

(e) A system of contracting commonly used is based upon the payment of a certain price for U.S. No. 1 grade allowing the full tolerance for defects without penalty. For lots failing to grade No. 1 because of an excess of defects, the price per hundred weight is adjusted so as to pay for the U.S. No. 1 cherries in the lot.

GRADES

§ 51.4341 U.S. No. 1.

"U.S. No. 1" consists of sour cherries which are fairly well colored, free from decay, worms, pulled pits, attached stems, and free from damage caused by bird pecks, hail marks, limbrubs, windwhips and other scars, sunscald, shriveling, foreign material, disease, insects, mechanical or other means.

(a) *Size.* Unless otherwise specified, each cherry shall have a diameter of not less than ⅝ inch.

(b) *Tolerances.* In order to allow for variations incident to proper handling, not more than a total of 7 percent, by weight, of any lot of cherries may fail to meet the requirements of this grade, but not more than five-sevenths of this amount, or 5 percent, may fail to meet the grade requirements other than for attached stems, and no part of this tolerance shall be allowed for cherries which are affected by worms.

§ 51.4342 U.S. No. 2.

"U.S. No. 2" consists of sour cherries which meet all of the requirements of U.S. No. 1 grade, except that a total tolerance of 12 percent, by weight, of any lot of cherries shall be permitted for grade defects, but not more than five-sixths of this amount, or 10 percent, may fail to meet the grade requirements other than for attached stems, and not part of this tolerance shall be allowed for cherries which are affected by worms.

UNCLASSIFIED

§ 51.4343 Unclassified.

"Unclassified" consists of cherries which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

DEFINITIONS

§ 51.4344 Fairly well colored.

"Fairly well colored" means that the individual cherry has a decidedly pink or light red color predominating over the yellow on most of its surface.

§ 51.4345 Pulled pits.

"Pulled pits" means cherries from which the pits have been removed in the process of harvesting.

§ 51.4346 Attached stems.

"Attached stems" means cherries with stems remaining attached.

§ 51.4347 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance, or the processing quality of the cherry. Light colored scars or scars which do not materially discolor the flesh beneath the skin shall not be considered as damage.

§ 51.4348 Diameter.

"Diameter" means the greatest dimension of the cherry measured at right angles to a line running from the stem end to the blossom end.

Subpart—United States Standards for Grades of Sweet Cherries for Canning or Freezing

SOURCE: 32 FR 8877, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.4360 U.S. No. 1.

"U.S. No. 1" consists of sweet cherries of one variety which are well formed, mature, free from decay, worms, pulled pits, doubles, and free from damage caused by softness, shriveling, bruises, skin breaks, scars, hail marks, windwhips, limbrubs, russeting, sunscald, dirt or other foreign matter, birds, disease, insects, mechanical or other means. Unless other wise specified, stems shall be removed. (See § 51.4363.)

(a) In order to allow for variations incident to proper grading and handling, not more than a total of 7 percent, by count, of the cherries in any lot may fail to meet the requirements of this grade, but not more than 5 percent may fail to meet the grade requirements other than for attached stems, including not more than 1 percent for cherries affected by decay. No part of any tolerance shall be allowed for cherries infested with worms. (See § 51.4363.)

§ 51.4361 U.S. No. 2.

"U.S. No. 2" consists of sweet cherries which meet all of the requirements for U.S. No. 1 grade, except that a total tolerance of 12 percent, by count, of the cherries in any lot shall be permitted for grade defects, but not more than 10 percent may fail to meet the grade requirements other than for attached stems, including not more than 2 percent for cherries affected by decay. No part of any tolerance shall be allowed for cherries infested with worms. (See § 51.4363.)

UNCLASSIFIED

§ 51.4362 Unclassified.

"Unclassified" consists of sweet cherries which have not been classified in accordance with either of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

SIZE

§ 51.4363 Size.

(a) In addition to the statement of grade, the size of the cherries in any lot may be specified in terms of minimum diameter.

(b) In order to allow for variations incident to proper sizing, not more than 5 percent, by count, of the cherries in any lot may be below the size specified.

DEFINITIONS

§ 51.4364 Well formed.

"Well formed" means that the cherry has the shape characteristic of the variety.

§ 51.4365 Mature.

"Mature" means that the cherry has reached the stage of maturity at which the pit will separate readily from the flesh.

§ 51.4366 Doubles.

"Doubles" means cherries which have the appearance of attached twin cherries.

§ 51.4367 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the quality of the fruit for canning or freezing. The following specific defects shall be considered as damage:

(a) Rain cracks or other skin breaks which exceed ¼ inch in length, except a very thin line encircling the stem end of the fruit.

(b) Superficial scars, hail marks, wind whips, limbrubs, russeting, and similar discoloration or scars, when affecting an area of more than $\frac{3}{16}$ inch in diameter, or any scars which materially discolor the flesh.

§ 51.4368 Diameter.

"Diameter" means the greatest dimension of the cherry measured at right angles to a line running from the stem end to the blossom end.

Subpart—United States Standards for Grades of Sweet Cherries, for Export for Sulphur Brining

SOURCE: 32 FR 8878, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADE

§ 51.4380 U.S. No. 1.

"U.S. No. 1" consists of sweet cherries of one variety which are well formed, mature, firm, free from decay, worms, pulled pits, doubles, and free from damage caused by bruises, bird pecks, skin breaks, hail marks, windwhips, limbrubs, russeting, sunscald, scars, shriveling, foreign material, disease, mechanical or other means. (See § 51.4381.)

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling, not more than 10 percent, by count, of the cherries in any lot may fail to meet the requirements of this grade, including therein not more than 5 percent for defects causing serious damage, and including in this latter amount not more than 1 percent for cherries which are affected by decay.

SIZE

§ 51.4381 Size.

(a) In addition to the statement of grade, the size of the cherries in any lot may be specified in terms of minimum diameter.

(b) In order to allow for variations incident to proper sizing, not more than 10 percent, by count, of the cherries in any lot may be below the size specified.

DEFINITIONS

§ 51.4382 Well formed.

"Well formed" means that the cherry has the shape characteristic of the variety.

§ 51.4383 Mature.

"Mature" means that the cherries have reached the stage of maturity at which the pit will separate readily from the flesh.

§ 51.4384 Doubles.

"Doubles" means cherries which have the appearance of attached twin cherries.

§ 51.4385 Damage.

"Damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which materially detracts from the quality of the fruit for brining. The following specific defects shall be considered as damage:

(a) Bruises, except slight bruises at the stem end;

(b) Rain cracks and other skin breaks which exceed ¼ inch in length, except a very thin line encircling the stem end of the fruit; and,

(c) Superficial scars, windwhips, limbrubs, russeting, and similar scars when light colored and covering more than 15 percent of the surface of the cherry; or when dark colored and affecting an area of more than ⅛ inch in diameter.

§ 51.4386 Serious damage.

"Serious damage" means any specific defect described in this section; or an equally objectionable variation of any one of these defects, any other defect, or any combination of defects, which seriously detracts from the quality of the fruit for brining. The following specific defects shall be considered as serious damage:

(a) Cherries affected by worms;

(b) Rain cracks and other skin breaks which exceed ½ inch in length; and,

(c) Any injury which seriously affects or causes discoloration of the flesh.

§ 51.4387 Diameter.

"Diameter" means the greatest dimension, measured through the center of the cherry, at right angles to a line running from the stem to the blossom end.

Subpart—United States Standards for Grades of American (Eastern Type) Bunch Grapes for Processing and Freezing

SOURCE: 32 FR 8878, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.4400 U.S. No. 1.

"U.S. No. 1" consists of grapes of one variety which are well colored, mature, not crushed, dried, or soft; which are free from mold, decay, berry moth injury, and from serious damage caused by russeting, hail, freezing, mildew, other disease, insects, or other means.

(a) *Tolerances.* In order to allow for variations incident to proper grading and handling, not more than a total of 15 percent, by weight, of the berries in any lot may fail to meet the requirements of this grade, including therein not more than 6 percent for berries which are seriously damaged: *Provided,* That included in this latter amount there shall be allowed not more than 3 percent for berries which are affected by mold or decay, and not more than 2 percent for dried berries or berries which are affected by berry moth.

§ 51.4401 U.S. No. 2.

"U.S. No. 2" consists of grapes which meet the requirements and tolerances of U.S. No. 1 grade except that the grapes need be only fairly well colored and except that not more than 3 percent shall be allowed for dried berries or those affected by berry moth.

UNCLASSIFIED

§ 51.4402 Unclassified.

"Unclassified" consists of grapes which have not been classified in accordance with any of the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

DEFINITIONS

§ 51.4403 Mature.

"Mature" means that the grapes are juicey, palatable, and have reached the stage of devlopment at which the skin of the berry easily separates from the pulp. Frozen or slightly frosted stock should not be confused with mature stock.

§ 51.4404 Well colored.

"Well colored" means that not less than 90 percent, by weight, of the berries show full color characteristic of the variety. Ten percent may show partially or poorly colored berries which are not characteristic of immature berries.

§ 51.4405 Serious damage.

"Serious damage" means any defect, or any combination of defects, which seriously detracts from the processing or freezing quality of the grapes.

§ 51.4406 Fairly well colored.

"Fairly well colored" means that not less than 75 percent, by weight, of the berries show full color characteristic of the variety. Twenty-five percent may show partially or poorly colored berries which are not characteristic of immature berries.

Subpart—United States Standards for Grades of Growers' Stock Strawberries for Manufacture

SOURCE: 32 FR 8879, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.4415 General.

(a) These standards are intended for use only as a basis for determining the quality of strawberries as they are delivered by the growers to the manufacturing plant. The requirements of the standards are not applicable nor is it intended that they shall apply to strawberries which have been washed and graded for barreling or packaging for market.

(b) Buying and selling on the basis of uniform standards encourages better production and better handling methods. The practice of paying a flat price for all strawberries which are accepted discriminates against the best growers. The grower should be paid a suitable premium for strawberries which will make a high quality manufactured product. Likewise the grower should be penalized for the delivery of low quality berries.

(c) It should be understood at the outset that in the application of these standards the only sorting required of the grower is the removal of cull berries. The standards provide a basis for sampling lots as they are delivered by the growers.

(d) There are two methods suggested for applying the standards as a measure of quality of growers deliveries. The manufacturer may contract with growers to pay a certain price per pound according to the actual percentage of U.S. No. 1 berries delivered, or at a certain price per pound for strawberries of each grade with the respective tolerances. In the first method the contract would disregard all tolerances and also U.S. No. 2, U.S. No. 2, and U.S. No. 4 grades.

(e) To illustrate the first method of applying the standards, suppose the contract specifies that the manufacturer agrees to pay at the rate of 6 cents per pound according to the actual percentage of U.S. No. 1 berries delivered. The inspector takes a representative sample from a 300-pound lot of strawberries and finds that 93 percent of the berries, by weight, meet U.S. No. 1 requirements. Therefore, the lot would be settled for at the rate of 6 cents per pound for 93 percent of 300 pounds (279 pounds) or $16.74 for the 300-pound lot. Similarly a 300-pound lot having 85 percent of U.S. No. 1 berries would be settled for at the rate of 6 cents per pound for 85 percent of 300 pounds (255 pounds) or $15.30 for the 300-pound lot.

(f) To illustrate the second method, suppose the contract specified that the manufacturer agrees to pay 6 cents per pound for U.S. No. 1 berries, 5 cents per pound for U.S. No. 2 berries, 4½ cents per pound for U.S. No. 3 berries, and 4 cents per pound for U.S. No. 4 berries. The inspector takes a representative sample from a 300-pound lot of strawberries and finds that 96 percent of the berries, by weight, meet U.S. No. 1 requirements. Since a tolerance of 5 percent is allowed for this grade such a lot would grade U.S. No. 1 and would be paid for at the rate of 6 cents per pound. Therefore, the 300-pound lot would bring $18.

(g) If the inspector found the lot to contain 11 percent defective berries it would grade U.S. No. 3 and would be paid for at the rate of 4½ cents per pound. In this case the 300-pound lot would bring $13.50.

(h) The foregoing prices are used for illustrative purposes only.

(i) The application of these standards requires the services of private or official inspectors to determine and report the grade of each lot of strawberries delivered to the factory. Such inspectors must be capable, efficient, and above all they must be absolutely neutral.

Grades

§ 51.4416 U.S. No. 1.

"U.S. No. 1" consists of strawberries of one variety which are well colored, free from mold and decay and from soft, badly crushed or split, dried or undeveloped berries and from damage caused by dirt or other foreign matter, hail, sunscald, birds, disease, insects, mechanical or other means. Unless otherwise specified, the minimum size shall be not less than ⅝ inch in diameter and the caps shall be entirely removed.

(a) In order to allow for variations incident to proper handling, not more than 5 percent, by weight, of the strawberries in any lot may be below the requirements of this grade.

§ 51.4417 U.S. No. 2.

"U.S. No. 2" consists of strawberries which meet all the requirements of U.S. No. 1 grade except that a tolerance of 10 percent, by weight, of the strawberries in any lot shall be permitted for grade defects.

§ 51.4418 U.S. No. 3.

"U.S. No. 3" consists of strawberries which meet all the requirements of U.S. No. 1 grade except that a tolerance of 15 percent, by weight, of the strawberries in any lot shall be permitted for grade defects.

§ 51.4419 U.S. No. 4.

"U.S. No. 4" consists of strawberries which meet all the requirements of U.S. No. 1 grade except that a tolerance of 20 percent, by weight, of the strawberries in any lot shall be permitted for grade defects.

Unclassified

§ 51.4420 Unclassified.

"Unclassified" consists of strawberries which do not meet the requirements of any of the foregoing grades.

Definitions

§ 51.4421 Well colored.

"Well colored" means that at least four-fifths of the surface of the berry is covered with red or pink color.

§ 51.4422 Soft.

"Soft" means that more than one-third of the volume of the whole berry is mushy or will be removed in the ordinary process of washing.

§ 51.4423 Dried.

"Dried" means appreciably lacking in juice. Dried berries are excessively seedy and often shriveled.

§ 51.4424 Undeveloped.

"Undeveloped" means lack of development due to frost or insect injury, lack of pollination, or other means which causes the berry to be badly misshapen.

§ 51.4425 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance, or the edible quality of the berry for manufacturing purposes. A berry showing dirt which will not wash off in the ordinary process of washing shall be considered as damaged.

§ 51.4426 Diameter.

"Diameter" means the greatest dimension measured at right angles to a straight line running from the stem to the apex.

Subpart—United States Standards for Grades of Washed and Sorted Strawberries for Freezing

SOURCE: 32 FR 8879, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GENERAL

§ 51.4435 General.

(a) These standards are intended for use only for strawberries which have been washed and sorted just prior to being placed in containers for freezing. Samples for the purpose of determining quality shall be taken immediately after washing and grading and before any other factory operations have taken place.

(b) Offered as companion grades to the U.S. Standards for Growers' Stock Strawberries for Manufacture, the U.S. Standards for Washed and Sorted Strawberries for Freezing may be used at a grading station either alone or in conjunction with other grades.

(c) There are several quality factors pertaining to frozen strawberries which may be most satisfactorily determined through inspection of samples of the fruit immediately after washing and grading. For this reason, the standards may be used to advantage as a basis for buying and selling of the finished product even though they are applied to the fruit before it is frozen, but obviously the standards do not apply to the finished product.

GRADE

§ 51.4436 U.S. No. 1.

"U.S. No. 1" consists of strawberries of one variety which are properly washed, well colored, free from mold and decay, and from soft, badly crushed or split, dried or undeveloped berries, and from damage caused by foreign matter, hail, sunscald, birds, disease, insects, mechanical or other means. Caps shall be entirely removed. unless otherwise specified, the minimum size shall not be less than ⅝ inch in diameter.

(a) In order to allow for variations incident to proper grading and handling, not more than 5 percent, by weight, of the strawberries in any lot may be below the requirements of this grade: *Provided*, that less than 1 percent shall be affected by mold or decay.

UNCLASSIFIED

§ 51.4437 Unclassified.

"Unclassified" consists of strawberries which do not meet the requirements of the foregoing grade.

DEFINITIONS

§ 51.4438 Properly washed.

"Properly washed" means that the berries have been washed with fresh, clean water so as to remove all soil, dirt, or other foreign matter which may be detected by the taste or naked eye.

§ 51.4439 Well colored.

"Well colored" means that at least four-fifths of the surface of the berry is covered with red or pink color.

§ 51.4440 Soft.

"Soft" means that more than one-third of the volume of the whole berry is mushy or has been removed by washing. Berries showing moist surface bruises from the recent handling in washing and sorting shall not be considered as soft.

§ 51.4441 Dried.

"Dried" means appreciably lacking in juice. Dried berries are excessively seedy and often shriveled.

§ 51.4442 Undeveloped.

"Undeveloped" means lack of development due to frost or insect injury, lack of pollination or other means which causes the berry to be badly misshapen.

§ 51.4443 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance or the edible quality of the berry for manufacturing purposes.

§ 51.4444 Diameter.

"Diameter" means the greatest dimension measured at right angles to a straight line running from the stem to the apex.

Subpart—United States Standards for Grades of Asparagus Plumosus

SOURCE: 32 FR 8880, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.4455 U.S. Fancy.

"U.S. Fancy" consists of bunches of well trimmed sprays of Asparagus Plumosus which are mature and well shaped; free from shattering, second growths, and from damage by any cause. Unless otherwise specified, the foliage shall be of good green color. (See § 51.4458.)

(a) In order to allow for variations incident to proper grading and handling, not more than 10 percent, by count, of any lot may be below the requirements of this grade but not part of this tolerance shall be allowed for sprays which are shattering.

§ 51.4456 U.S. No. 1.

"U.S. No. 1" consists of bunches of well trimmed sprays of Asparagus Plumosus which are mature; free from shattering, second growths, and from damage by any cause. Not less than 60 percent, by count, of the sprays shall be fairly well shaped and the remainder shall be not badly misshapen. Unless otherwise specified, the foliage shall be of good green color. (See § 51.4458.)

(a) In order to allow for variations incident to proper grading and handling not more than 10 percent, by count, of any lot may be below the requirements of this grade but not part of this tolerance shall be allowed for sprays which are shattering.

§ 51.4457 U.S. Commercial.

"U.S. Commercial" consists of bunches of well trimmed sprays of Asparagus Plumosus which are mature; free from shattering, young second growths, and from serious damage by any cause. Unless otherwise specified, the foilage shall be of good green color. (See § 51.4458.)

(a) In order to allow for variations incident to proper grading and handling not more than 10 percent, by count, of any lot may be below the requirements of this grade but no part of this tolerance shall be allowed for sprays which are shattering.

SIZE

§ 51.4458 Size.

(a) The following terms are provided for general description of sizes. It is not the general practice to size Plumosus uniformly; therefore, lots should not be quoted as Corsage, Short, Medium, or Long unless they have been specifically sized to meet the specified requirements. Plumosus may be quoted as "Short to Medium", "Short to Long", or "Medium to Long" in accordance with the facts:

Corsage	Short	Medium	Long
10 to 15 in inclusive	6 to 21 in inclusive	22 to 32 in inclusive	Over 33 in

(b) For lots which have been sized in accordance with the provisions of the above classification, the following tolerance is provided:

(1) In order to allow for variations incident to proper sizing not more than 20 percent, by count, of any lot may not meet the size requirements; but not more than one-half of this tolerance, or 10 percent may vary not more than 2 inches above the maximum length or below the minimum length of the specified size. Length shall be considered as the overall distance from end to end of the spray measured to the nearest whole inch.

DEFINITIONS

§ 51.4459 Well trimmed.

"Well trimmed" means that all noticeably damaged portions of the foliage have been neatly removed, together with as many of the lower side fronds as may be necessary to provide sufficient bare stem for proper tying and handling. In the Corsage size not more than one-half of the entire spray length may consist of bare stem; in the Short and Medium sizes not more than one-third of the entire spray length may consist of bare stem; in the Long size not more than 12 inches of the entire spray length may consist of bare stem.

§ 51.4460 Mature.

"Mature" means that the spray has reached that stage of growth at which the foliage is fully developed.

§ 51.4461 Well shaped.

"Well shaped" means that the stem of the spray is fairly stiff and fairly erect; the portion of the stem bearing the foliage does not show any crooked growth other than a slight curving or the normal characteristic drooping; the bare stem is not decidedly coiled or angular; the tip of the spray is practically perfect; the side fronds are spaced reasonably close together considering the length of the spray and with practically perfect tips.

§ 51.4462 Fairly well shaped.

"Fairly well shaped" means that the stem may show a reasonable amount of coiled, angular, or vine-like growth considering the length of the spray; the tip of the spray is practically perfect, and the side fronds are spaced reasonably close together considering the length of the spray.

§ 51.4463 Badly misshapen.

"Badly misshapen" means that the stem is decidedly coiled, or decidedly angular, or decidedly vine-like, or that the side fronds are spaced so far apart as to cause the spray to appear decidedly lacking in foliage. Forked, topped, and stump-like sprays shall be considered as badly misshapen when they appear decidedly lacking in foliage.

§ 51.4464 Good green color.

"Good green color means that the spray foliage is a deep lustrous green of fresh attractive appearance.

§ 51.4465 Damage.

"Damage" means any material injury to the appearance of the spray caused by insects, disease, mechanical or other means.

§ 51.4466 Serious damage.

"Serious damage" means serious injury to the appearance of the spray caused by insects, disease, mechanical or other means.

Subpart—United States Standards for Grades of Cut Peonies in the Bud

SOURCE: 32 FR 8881, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADES

§ 51.4475 U.S. No. 1.

"U.S. No. 1" consists of peonies of similar varietal characteristics which have fresh, strong, well trimmed, and unbroken stems which are fairly straight. The buds shall be well shaped, fresh, firm with calyxes normally expanded but not overmature; free from puff balls, bull heads, and wood heads. The buds and stems shall be free from decay and freezing injury and from damage caused by dirt or other foreign material, discoloration, moisture, disease, insects, mechanical or other means.

(a) Each bud shall be not less than 1 inch in diameter and, unless otherwise specified, the overall length of bud and stem shall be not less than 24 inches, but in no case shall the overall length be less than 20 inches.

(b) *Tolerances.* In order to allow for variations incident to proper grading and handling, the following tolerances, by count, are provided as specified:

(1) *For defects.* Five percent for peonies in any lot which fail to meet the requirements of this grade, including therein not more than one-half of 1

percent for peonies which are affected by decay.

(2) *For size.* Ten percent for peonies in any lot which fail to meet the specified size requirements, including therein not more than 5 percent for buds which fail to meet the specified minimum diameter.

§ 51.4476 U.S. No. 2.

"U.S. No. 2" consists of peonies of similar varietal characteristics, which have fresh, fairly well trimmed, and unbroken stems which are not badly curved or crooked. The buds shall be fresh, firm with calyxes normally expanded but not overmature; free from puff balls, bull heads, and wood heads. The buds and stems shall be free from decay and from damage caused by freezing, and from serious damage caused by dirt or other foreign material, discoloration, moisture, disease, insects, mechanical or other means.

(a) Each bud shall be not less than 7/8 inch in diameter, and, unless otherwise specified, the overall length of bud and stem shall be not less than 20 inches but in no case shall the overall length be less than 18 inches.

(b) *Tolerances.* In order to allow for variations incident to proper grading and handling, the following tolerances, by count, are provided as specified:

(1) *For defects.* Ten percent for peonies in any lot which fail to meet the requirements of this grade, including therein not more than 5 percent for defects causing serious damage, and including in this latter amount not more than 1 percent for peonies which are affected by decay.

(2) *For size.* Ten percent for peonies in any lot which fail to meet the specified size requirements, including therein not more than 5 percent for buds which fail to meet the specified minimum diameter.

UNCLASSIFIED

§ 51.4477 Unclassified.

"Unclassified" consists of peonies which have not been classified in accordance with the foregoing grades. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

APPLICATION OF TOLERANCES

§ 51.4478 Application of tolerances.

The contents of individual packages in the lot, based on sample inspection, are subject to the following limitations:

(a) For a tolerance of 10 percent or more, individual packages in any lot may contain not more than one and one-half times the tolerance specified, except that when the package contains 15 specimens or less, individual packages may contain not more than double the tolerance specified: *Provided,* That the average for the entire lot is within the tolerance specified for the grade.

(b) For a tolerance of less than 10 percent, individual packages in any lot may contain not more than double the tolerance specified except that at least one defective and one off-size specimen may be permitted in any package: *Provided,* That the average for the entire lot is within the tolerance specified for the grade.

STANDARDS FOR BUNCHING

§ 51.4479 Standards for bunching.

(a) Cut peonies in the bud may be packed loose or bunched. When bunched, each bunch shall contain 12 peonies, having buds which are reasonably uniform in size and development and stems which are reasonably uniform in length. When bunched, the peonies shall be arranged so that the buds form a flat surface across the top of the bunch. Each bunch shall be held intact by two rubber bands, one placed 5-6 inches below the base of the buds and the other 3-4 inches from the base of the stems.

(1) It is recommended that a No. 30 rubber band doubled be used 3-4 inches from the base of the stem and a No. 18 rubber band not doubled be used 5-6 inches from the base of the buds.

(b) In order to allow for variations incident to proper bunching not more than 5 percent, by count, of the bunches in any container may fail to meet the requirements for bunching.

DEFINITIONS

§ 51.4480 Similar varietal characteristics.

"Similar varietal characteristics" means that the stems, foliage and buds of the peonies have the same general character of growth and color.

§ 51.4481 Fresh.

"Fresh" means that the buds and foliage are bright, not badly wilted, limp, or flabby.

§ 51.4482 Strong.

"Strong" means that the stem is fairly stiff and sturdy enough to hold the bud in a reasonably erect position.

§ 51.4483 Well trimmed.

"Well trimmed" means that all lateral or side buds, and all foliage on the lowest 6 to 8 inches of the stem, have been neatly removed but the foliage on the remainder of the stem has not been removed to the extent that the appearance of the peony is damaged.

§ 51.4484 Fairly well trimmed.

"Fairly well trimmed" means that all the lateral or side buds, and all the foliage on the lowest 6 to 8 inches of the stem, has been neatly removed but the foliage on the remainder of the stem has not been removed to the extent that the appearance of the peony is seriously damaged.

§ 51.4485 Stems.

"Stems" means the flower stalks with the attached foliage.

§ 51.4486 Fairly straight.

"Fairly straight" means that the stem is of normal growth and is not more than slightly curved or crooked.

§ 51.4487 Well shaped.

"Well shaped" means that the bud is symmetrical, not lopsided or otherwise deformed.

§ 51.4488 Firm.

"Firm" means that the bud is fairly compact and yields slightly to moderate pressure of the fingers.

§ 51.4489 Normally expanded.

"Normally expanded" means that the calyxes have expanded to the extent that the true color of the outer petals is exposed. At this stage of development the two large calyxes and the outer petals at the top of the bud have developed to the extent that they will yield to slight pressure of the fingers.

§ 51.4490 Overmature.

"Overmature" means that the bud is soft and the outer petals have started to unfold.

§ 51.4491 Puff ball.

"Puff ball" means a bud of poor substance which usually expands prematurely. The bud is usually long, soft on one side and feels soft to very soft in comparison with a normal bud of the same variety.

§ 51.4492 Bull head or hard head.

"Bull head" or "hard head" means a bud which is hard to very hard and which will not open or expand.

§ 51.4493 Wood head.

"Wood head" means a bud which is hard, usually flat, with the petals separated at the top and forming a small opening through which the interior of the bud can be seen.

§ 51.4494 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the appearance or marketing quality of the cut peonies. Inconspicuous anthracnose spots shall not be considered as damage.

§ 51.4495 Diameter.

"Diameter" means the greatest diameter measured through the center of the bud at right angles to a line running from the base to the top of the bud.

§ 51.4496 Serious damage.

"Serious damage" means any defect, or any combination of defects which seriously detracts from the appearance or marketing quality of the cut peonies.

Subpart—United States Standards for Grades of Tomato Plants

SOURCE: 32 FR 8882, June 22, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

GRADE

§ 51.4505 U.S. No. 1.

"U.S. No. 1" consists of tomato plants of similar varietal characteristics which are fairly fresh, strong, and unbroken. The stems shall be fairly straight, firm, but not soft, or woody. The tops shall be leafy, and of normal color. The length of the main tap root shall be not less than 1¾ inches.

(a) The plants shall be free from decay, early blight (Alternaria solani), and bacterial canker (Phytomonas michiganensis), and from damage caused by other diseases, freezing, heating, foreign material, insects, mechanical or other means.

(b) Unless otherwise specified, the diameter of the stem of each plant shall be not less than $^{3}/_{16}$ inch and the length of the stem shall be not less than 6 inches nor more than 9 inches. (See § 51.4506.)

TOLERANCES

§ 51.4506 Tolerances.

In order to allow for variations incident to proper grading and handling in the foregoing grade, the following tolerances, by count, are provided as specified:

(a) *For defects.* Ten percent for tomato plants in any lot which fail to meet the requirements of this grade: *Provided,* That no tolerance shall be allowed for decay, early blight (Alternaria solani), or bacterial canker (Phytomonas michiganensis).

(b) *For size.* Ten percent for tomato plants in any lot which fail to meet the specified size requirements, including therein not more than 5 percent for plants which are smaller than the specified minimum diameter.

STANDARDS FOR BUNCHING

§ 51.4507 Standards for bunching.

Tomato plants may be packed loose or in bunches. When bunched, the number of plants per bunch shall average not less than 50 plants in 50-size bunches and not less than 100 plants in 100-size bunches.

STANDARDS FOR PACKING

§ 51.4508 Standards for packing.

The plants in individual bunches shall be arranged with the tops of the roots in approximately the same plane and the roots shall be protected by an adequate supply of moistened peat moss, sphagnum moss, or other suitable packing material with moisture holding capacity, well scattered over the roots in the bunch and held in place with a paper wrap. The bunches shall be packed upright and fairly tightly in containers of sufficient height to accommodate the size of plants packed and in such a manner as to not cause bending or excessive bruising of the plants.

(a) In order to allow for variations incident to proper packing not more than 10 percent of the containers in any lot may fail to meet the packing requirements.

UNCLASSIFIED

§ 51.4509 Unclassified.

"Unclassified" consists of tomato plants which have not been classified in accordance with the foregoing grade. The term "unclassified" is not a grade within the meaning of these standards but is provided as a designation to show that no grade has been applied to the lot.

DEFINITIONS

§ 51.4510 Similar varietal characteristics.

"Similar varietal characteristics" means that the plants have the same general character of growth and color.

§ 51.4511 Fairly fresh.

"Fairly fresh" means that the stems, roots and foliage are not excessively wilted, limp, or flabby.

§ 51.4512 Strong.

"Strong" means that the stem is fairly stiff and sturdy enough to hold the top in a reasonably erect position.

§ 51.4513 Unbroken.

"Unbroken" means that the stem and that portion of the main tap root remaining on the plant after pulling are not broken.

§ 51.4514 Fairly straight.

"Fairly straight" means that the stem is not more than moderately curved or crooked.

§ 51.4515 Firm.

"Firm" means that the stem about midway between the growing tip and the base does not yield more than slightly to moderate pressure of the fingers.

§ 51.4516 Soft.

"Soft" means that the stem about midway between the growing tip and the base yields more than slightly to moderate pressure of the fingers.

§ 51.4517 Woody.

"Woody" means that the stem is excessively hard and fibrous.

§ 51.4518 Leafy.

"Leafy" means that the leaves of the plant are of normal development and not small and underdeveloped.

§ 51.4519 Normal color.

"Normal color" means that the plant shows a healthy green color.

§ 51.4520 Damage.

"Damage" means any defect, or any combination of defects, which materially detracts from the normal growth, shipping quality, or general appearance of the plant.

§ 51.4521 Freezing.

"Freezing" means injury to the plant caused by excessively low temperatures.

§ 51.4522 Heating.

"Heating" means injury to the plant caused by excessively high temperatures.

§ 51.4523 Diameter.

"Diameter" means the greatest thickness of the stem measured at the first internode above the cotyledons.

§ 51.4524 The length of the stem.

"The length of the stem" means the distance from the top of the underground root system to the growing tip of the plant.

§ 51.4525 Length of the main tap root.

"Length of the main tap root" means the distance from the top of the underground root system to the end of the largest central root.

Subpart—United States Standards for Grades of Potatoes for Chipping[1]

SOURCE: 42 FR 54562, Oct. 7, 1977, unless otherwise noted. Redesignated at 46 FR 63203, Dec. 31, 1931.

GRADES

§ 51.4575 U.S. No. 1 Potatoes for Chipping.

"U.S. No. 1 Potatoes for Chipping" consists of potatoes which meet the following requirements:

(a) *Basic requirements*: (1) Similar varietal characteristics; (2) firm; (3) fairly clean; (4) fairly well shaped.

(b) *Free from*: (1) Freezing; (2) blackheart; (3) late blight tuber rot; (4) southern bacterial wilt; (5) bacterial ring rot; (6) nuts of nut edge; (7) tuber moth injury; (8) soft rot and wet breakdown.

(c) Free from damage by any other cause.

(d) *Size*. Not less than 1⅞ inches (47.7 mm) in diameter, unless otherwise specified. See § 51.4577.

(e) For tolerances see § 51.4579.

§ 51.4576 U.S. No. 2 Potatoes for Chipping.

"U.S. No. 2 Potatoes for Chipping" consists of potatoes which meet the following requirements:

(a) *Basic requirements*: (1) Similar varietal characteristics; (2) fairly firm; (3) not seriously damaged by dirt; (4) not seriously misshapen.

(b) *Free from*: (1) Freezing; (2) blackheart; (3) late blight tuber rot; (4) southern bacterial wilt; (5) bacterial ring rot; (6) nuts of nut sedge; (7) tuber moth injury; (8) soft rot and wet breakdown.

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[1] Compliance with the provisions of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug and Cosmetic Act, or with applicable State Laws and regulations.

(c) Free from serious damage by any other cause.

(d) *Size.* Not less than 1¾ inches (44.5 mm) in diameter, unless otherwise specified. See § 51.4577.

(e) For tolerances see § 51.4579.

SIZE

§ 51.4577 Size.

(a) The minimum size, maximum size or range in size may be specified in connection with the grade in terms of diameter or weight of the potato, or in accordance with one of the size classifications given in the following table:

TABLE I

Size classification	Minimum diameter[1]	Maximum diameter[1] or weight[2]
A[3]	1⅞ in (47.7 mm)	16 oz (453.6 g)
B	1½ in (38.1 mm)	2¼ in (57.2 mm)
Small	1¾ in (44.5 mm)	2½ in (63.5 mm)

[1] Diameter means the size designation in terms of inches or 8ths of an inch indicating the greatest dimension at right angles to the longitudinal axis, without regard to the position of the stem end.

[2] Weight means the size designation in terms of whole ounces indicating the minimum weight of the potato. For example, a potato having a designation of 10 oz (283.50 g) is one which weighs at least 10 oz (283.50 g) but less than 11 oz (311.85 g).

[3] In addition to the minimum size specified, a lot of potatoes designated as size A shall contain at least 40 pct of potatoes which are 2½ in (63.5 mm) in diameter or larger or 6 oz (170.10 g) in weight or larger.

OPTIONAL TESTS FOR SPECIFIC GRAVITY AND FRY COLOR

§ 51.4578 Optional tests for specific gravity and fry color.[7]

Tests to determine specific gravity and fry color shall be made in accordance with the procedures set forth in this section. The potatoes used for such determinations shall be taken at random from a composite sample drawn from containers throughout a load, or a comparable sample from a bulk load or storage bin.

(a) *Optional test for specific gravity.* Specific gravity shall be determined by either hydrometer, or by calculation from the weights of the sample in air and in water, with equipment which has been tested and calibrated to give accurate results. The reading obtained from each specific gravity test shall be corrected for temperature variations as prescribed by Table II of this section. The specific gravity for any lot of potatoes shall be the average of at least 3 such corrected readings on separate tests from the composite sample.

(1) *Temperature correction.* The pulp temperature of the potatoes and the temperature of water shall be recorded immediately before testing and the specific gravity reading corrected as indicated in the following table:

TABLE II—CORRECTION FACTORS FOR SPECIFIC GRAVITY OF POTATOES [1]

[Corrected to zero of 50° F tuber temperature and 50° F water temperature]

	Water temperature (degrees Fahrenheit)									
	38°	40°	45°	50°	55°	60°	65°	70°	75°	80°
Tuber temperature:										
38°	+0.0021	+0.0020	+0.0018	+0.0018	+0.0020	+0.0023	+0.0029	+0.0038	+0.0047	+0.0056
40°	+.0017	+.0016	+.0014	+.0014	+.0016	+.0019	+.0025	+.0034	+.0043	+.0052
45°	+.0009	+.0008	+.0006	+.0006	+.0008	+.0011	+.0017	+.0026	+.0035	+.0044
50°	+.0003	+.0002	.0000	.0000	+.0002	+.0005	+.0011	+.0020	+.0029	+.0038
55°	+.0001	–.0002	+.0004	–.0004	+.0002	+.0001	+.0007	+.0016	+.0025	+.0034
60°	–.0004	–.0005	–.0007	–.0007	–.0005	–.0002	+.0004	+.0013	+.0022	+.0031

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[7] Whenever proper testing equipment is not available for official use at point of inspection or at the local field office of the Fresh Fruit and Vegetable Inspection Service, optional testing for specific gravity or fry color shall be performed by the Inspection Service at one of the following USDA Fresh Inspection Offices: Room 2052, S. Building, Washington D.C. 20250; Room 1160, 610 South Canal St., Chicago, Ill. 60607 or, Appraisers Building, Room 739, 630 Sansome St., San Francisco, Calif. 94111.

TABLE II—CORRECTION FACTORS FOR SPECIFIC GRAVITY OF POTATOES [1]—Continued

[Corrected to zero of 50° F tuber temperature and 50° F water temperature]

	Water temperature (degrees Fahrenheit)									
	38°	40°	45°	50°	55°	60°	65°	70°	75°	80°
65	-.0005	-.0006	-.0008	-.0008	-.0006	-.0003	.0003	.0012	.0021	.0030
70	-.0006	-.0007	-.0009	-.0009	-.0007	-.0004	.0002	.0011	.0020	.0029
75	-.0007	-.0008	-.0010	-.0010	-.0008	-.0005	.0001	.0010	.0019	.0028
80	-.0008	-.0009	-.0011	-.0011	-.0009	-.0006	.0000	.0009	.0018	.0027
85	-.0009	-.0010	-.0012	-.0012	-.0010	-.0007	-.0001	.0008	.0017	.0026
90	-.0010	-.0011	-.0013	-.0013	-.0011	-.0008	-.0002	.0007	.0016	.0025
95	-.0011	-.0012	-.0014	-.0014	-.0012	-.0009	-.0003	.0006	.0015	.0024
100	-.0012	-.0013	-.0015	-.0015	-.0013	-.0010	-.0004	.0005	.0014	.0023

[1] To apply correction factor, change actual specific gravity reading by adding or subtracting the appropriate factor according to the plus or minus sign.

(b) *Optional test for fry color.* The test to determine compliance with a specified fry color is made by frying potato slices 0.05 inch (1.3 mm) thick from the center portion of the potato sliced longitudinally in an approved oil with a starting temperature of 365° F (185° C) for not less than 1 minute 40 seconds. A minimum of 40 slices shall be used for color evaluation. Unless otherwise specified, the color index of the composite sample of fried chips shall be not less than a reading of 25 on a USDA approved photoelectric colorimeter (Agtron M-30A or M-300 A) or it may be based on one or more of the color designations with corresponding colorimeter indices (Agtron M-30A or M-300 A) specified in Table III. Photoelectric equipment (Agtron M-30A or M-300 A) shall be calibrated at 0 and 90 using M-00 and M-90 calibration discs on the red mode.[3]

TABLE III

	Agtron index range
Color designations:	
1	65 and higher
2	55 to 64
3	45 to 54
4	35 to 44
5	25 to 34

APPLICATION OF STANDARDS

§ 51.4579 Application of standards.

In the application of these standards to determine the percentage of the lot which meets the requirements of the grades, tolerances shall not apply.

(a) *Tolerances.* When a lot of potatoes is required to meet one of the grades, the following tolerances, by weight, are provided as specified:

(1) *For defects.* 15 percent for potatoes in any lot which fail to meet the requirements of the grade: *Provided,* That included in this tolerance not more than the following percentages shall be allowed for the defects listed:

(i) 5 percent internal defects;

(ii) 10 percent external defects, including not more than 3 percent for potatoes which are affected by freezing, blackheart, late blight tuber rot, southern bacterial wilt, bacterial ring rot, nuts of nut sedge, tuber moth injury, soft rot or wet breakdown, including therein not more than 1 percent for potatoes which are frozen or affected by soft rot or wet breakdown.

(2) *For offsize*—(i) *Undersize.* 3 percent when the minimum size specified is less than 2¼ inches (57.2 mm) in diameter or less than 6 ounces (170.10 g) in weight; and 5 percent when the minimum size specified is 2¼ inches (57.2 mm) or more in diameter or 6 ounces (170.10 g) or more in weight.

(ii) *Oversize.* 10 percent.

(3) *For off-color—visual determination.* (i) Unless otherwise specified, when a lot of potatoes is required to meet a specified visual color, not more than 10 percent of the slices tested

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[3] Fry color determinations may be made using other approved electronic color meters (which have been properly calibrated and standardized) which would give readouts that could be mathematically coverted to Agtron numerical index values shown in Table III.

may be darker than the specified color.

SAMPLES FOR GRADE AND SIZE DETERMINATION

§ 51.4580 Samples for grade and size determination.

Individual samples shall consist of 25 pounds (11.34 kg). The number of individual samples drawn for grade or size determination will vary with the size of the lot.

DEFINITIONS

§ 51.4581 Similar varietal characteristics.

"Similar varietal characteristics" means that the potatoes in any lot have the same general shape, color, character of skin and color of flesh.

§ 51.4582 Firm.

"Firm" means the individual potato is not shriveled or wrinkled over more than 15 percent of the surface.

§ 51.4583 Fairly firm.

"Fairly firm" means that the individual potato is not soft or flabby or excessively shriveled over more than 25 percent of the surface.

§ 51.4584 Fairly clean.

"Fairly clean" means that the individual potato is not caked with dirt over more than 5 percent of the surface or not more than one-third of the surface is affected by smearing or staining.

§ 51.4585 Seriously damaged by dirt.

"Seriously damaged by dirt" means that more than 25 percent of the surface of the individual potato is affected by caked dirt or more than two-thirds of the surface is affected by smearing or staining.

§ 51.4586 Fairly well shaped.

"Fairly well shaped" means that the individual potato is not ridged, lumpy, dumbbell-shaped, materially affected by second growth or otherwise misshapen.

§ 51.4587 Seriously misshapen

"Seriously misshapen" means that the individual potato is seriously dumbbell-shaped, ridged, lumpy or seriously affected by second growth or otherwise seriously misshapen.

§ 51.4588 Soft rot or wet breakdown.

"Soft rot or wet breakdown" means any soft, mushy or leaky condition of the tissue such as leak, slimy soft rot, wet breakdown, or wet type Fusarium Tuber Rot.

§ 51.4589 Sprouts.

"Sprouts" means any sprout more than 1 inch (25.4 mm) in length attached to the potato.

§ 51.4590 Foreign or extraneous material.

"Foreign or extraneous material" means rocks, loose or chunks of dirt, vines, stems, trash and other material including detached sprouts.

§ 51.4591 Damage.

"Damage" means any defect or combination of defects other than those listed in Tables IV and V, which cannot be removed without a loss of more than 5 percent of the total weight of the potato.

§ 51.4592 Serious damage.

"Serious damage" means any defect or combination of defects other than those listed in Tables IV and V, which cannot be removed without a loss of more than 10 percent of the total weight of the potato.

§ 51.4593 External defects.

"External defects" are defects which can be detected externally. However, cutting may be required to determine the extent of the injury. Some external defects are listed in Table V.

TABLE IV—EXTERNAL DEFECTS

Defect	Damage	Serious damage [1]
Air cracks	Removal causes loss of more than 5 pct of total weight of potato.	Removal causes loss of more than 10 pct of total weight of potato.

TABLE IV—EXTERNAL DEFECTS—Continued

Defect	Damage	Serious damage [1]
Bruises	do	Do.
Flea beetle injury	do	Do.
Scab, pitted	do	Do.
Sunburn, greening, windburn or Silver Scurf.	do	Do.
Pressure bruise discoloration	do	Do.
Wireworm, grass grub and other insects.	do	Do.
Dry rots.	do	Do.
Growth cracks	The length of the crack or aggregate lengths of 2 or more cracks exceed ⅔ the length of the potato or the maximum depth exceeds the maximum width of the cracks.	The length of the crack or aggregage lengths of 2 or more cracks equals the length of the potato or the maximum depth exceeds the maximum width of the cracks.
Rhizoctonia light	More than 50 pct of surface affected	More than 75 pct of surface affected.
External surface discoloration	do	Do.
Scab, surface	do	Do.
Cuts (slab, knife)	Cuts aggregating more than 1 in in diameter (25.4 mm) on a potato 2½ in (63.5 mm) in diameter or 6 oz (170.10 g) in weight and correspondingly smaller and larger cuts on smaller and larger potatoes.	Cuts aggregating more than 1½ in (38.1 mm) in diameter on a potato 2½ in (63.5 mm) in diameter or 6 oz (170.10 g) in weight and correspondingly smaller and larger cuts on smaller and larger potatoes.
Dirt	More than 5 pct of the surface is affected by cake dirt or more than ⅓ of the surface is affected by staining or smearing.	More than 25 pct of the surface is affected by caked dirt or ⅔ of the surface is affected by staining or smearing.
Rhizoctonia, caked	More than 25 pct of surface affected	More than 50 pct of surface affected.
Sprouts	More than 10 pct of the potatoes have any sprout more than 1 in (25.4 mm) in length.	

[1] The following defects are considered serious damage when present in any degree: freezing; blackheart; late blight tuber rot; southern bacterial wilt; bacterial ring rot; nuts of nut sedge; tuber moth injury; soft rot; and wet breakdown.

§ 51.4594 Internal defects.

"Internal defects" are defects which cannot be detected without cutting the potato. Some internal defects are listed in Table V.

TABLE V—INTERNAL DEFECTS

Defect	Damage	Serious damage
Hollow heart	Cracks aggregating ⅜ in (9.6 mm) in width or exceeds ¼ the length of the largest diameter of the potato.	Cracks aggregating ½ in (12.7 mm) in width or exceeds ⅓ the length of the largest diameter of the potato.
Ingrown sprouts	Removal causes a loss of more than 5 pct of the total weight of the potato.	Removal causes a loss of more than 10 pct of the total weight of the potato.
Vascular discoloration	do	Do.
Internal discoloration	More than the equivalent of 3 scattered light brown spots ⅛ in (3.2 mm) in diameter in a potato 2½ in (63.5 mm) in diameter or 6 oz (170.10 g) in weight, or correspondingly lesser or greater amounts in smaller or larger potatoes.	More than the equivalent of 6 scattered light brown spots ⅛ in (3.2 mm) in diameter in a potato 2½ in (63.5 mm) in diameter or 6 oz (170.10 g) in weight, or correspondingly lesser or greater amounts in smaller or larger potatoes.

Subpart—United States Specifications for the Classification of Damaged or Repaired Packages of Fresh Fruits and Vegetables

SOURCE: 32 FR 9145, June 28, 1967, unless otherwise noted. Redesignated at 42 FR 32514, June 27, 1977, and at 46 FR 63203, Dec. 31, 1981.

§ 51.6000 Introduction.

(a) Finding a uniform and equitable method of handling claims for produce containers that are delivered in a broken, damaged, or repaired condition is a problem that has received much attention from both the transportation agencies and the produce trade for years. The U.S. Department of Agriculture has been requested by representatives of both the carriers and the produce trade to establish Federal standards for such packages that can be used throughout the country in determining whether or not such packages are damaged, and if so, whether the damage is of a character and degree that the consignee is entitled to claim damages.

(b) It is impossible to specify in detail every condition that may be encountered in applying the standards. Inspectors in classifying packages showing the types of damage not specifically covered by these definitions will be guided, of course, in these instances by the illustrations given herein.

(c) Classifications will be made only of packages that have been segregated and are agreed upon by representatives of both parties as being in dispute. It is further understood that when there are no undamaged containers available for comparison, the inspector shall use his best judgment and general knowledge of similar cases in making the classification. Requests for this service may be filed either by representatives of the carrier or the receiver.

§ 51.6001 Classification of packages.

(a) A package containing fresh fruits or vegetables shall be classified as good order if it complies with the description of good order for both containers and contents as stated in this subpart.

(b) A package containing fresh fruits or vegetables shall be classified as bad order if it fails to comply with the description of good order for either containers or contents as stated in this subpart.

(c) When it is agreed that the dispute involves only one point which can be determined by external examination of the packages such as the removal of branded slats, it will not be necessary to examine the contents for other types of damage.

§ 51.6002 Good order containers.

(a) Good order containers shall have the same general appearance as original containers that have not been racked, broken, or otherwise damaged to an extent that would affect their general appearance. The containers shall have approximately the same strength and rigidity as undamaged containers.

(b) The following points shall not be considered sufficient to justify lowering containers to bad order.

(1) Broken or unrepaired packages when their contents are worthless due to natural deterioration unless such deterioration is associated with the breakage of container.

(2) Torn paper liners or pads.

(3) Damage to containers which can definitely be attributed to flagrantly defective or unsuitable material, design, or assembly for the purpose for which used.

(4) Disintegration or bursting of sacks associated with or caused by deterioration or nature of the contents.

(5) Disintegration or bursting of paper or paper-net sacks associated with or caused by moisture of condensation or body ice.

(6) Disintegration or chafing of containers such as sacks when proper protective materials are used in the car except when associated with a shift of the load.

(7) Packages showing evidence of intentional damage such as ax marks, heel prints, etc.

§ 51.6003 Bad order containers.

(a) Bad order shall include all containers which have a missing part or parts, or which are broken or otherwise damaged or racked to an extent that the general appearance is affected or structure materially weakened, except those described under good order containers.

(b) The following are the more common causes for lowering containers to bad order classifications:

(1) Broken condition or missing or loosened part or parts.

(2) Part or parts poorly or insecurely replaced.

(3) Essential features of identity have been lost by replacement of origi-

nal branded part or parts with plain or branded part or parts.

(4) Replaced part or parts materially different in size, appearance, and flexibility.

(5) Part or parts designating size, grade, grower numbers, and variety replaced with plain part or parts. If the plain part or parts are marked, marks must be neat and of the same general type and appearance as the original marking.

(6) Both cover cleats on crates so battered, split, or heavily renailed that they cannot be opened for display.

(7) Split solid end if not of practically original strength and rigidity.

(8) Label missing or materially disfigured account breakage.

(9) Materially stained account water from bunker ice, leaking roof or from being repaired on dirty or wet floor of pier or delivery platform.

(10) Dry parts on wet containers when materially affecting appearance.

(11) Weak or rickety containers.

(12) Racking exceeding 1 inch in small sized containers such as apple boxes, asparagus or melon crates, half size vegetable crates, or exceeding 2 inches in large sized crates such as Los Angeles crates or cabbage crates.

(13) Cinder dust or other similar material which appreciably mars the appearance.

(14) Sacks that have been sewed at torn places or at mouth in reconditioning at destination when the appearance is materially affected.

(15) Sacks that have been cut or have holes torn by rough floor racks, rails, or other protuberances in walls or on floors of car.

§ 51.6004 Good order contents.

(a) Contents of good order containers shall have the same general appearance as the contents of original containers that have not been racked, broken, or otherwise damaged. The pack shall be intact and the arrangement shall be the same as in undamaged containers.

(b) If the containers merit good order classification the following kinds of damage to their contents will not be sufficient to lower packages to bad order class:

(1) Natural deterioration such as decay, mold, overmaturity, freezing, disease, or insect damage.

(2) Bruising, cuts, and chafing caused by an excessive amount of the product or pack ice which is responsible for an abnormal bulge of top or sides of containers such as:

(i) Overpacking of bunched asparagus or celery which causes excessive side bulge of container.

(ii) Beets, lettuce, pears, peaches, etc., packed with an excessive amount of product which causes bruising in lidding containers.

(iii) Cuts, and bruises caused by pack ice on such products as lettuce, spinach.

(3) Damage to protruding or exposed contents in packages that are packed with a part of their contents protruding or exposed, such as:

(i) Cabbage, romaine, escarole, in hampers.

(ii) Dill, dandelion, root parsley, bunched beets, in crates.

(iii) Spinach, kale, in baskets.

(4) Bruising or crushing, caused by product being too tightly packed or due to the use of oversize or irregularly sized contents, such as:

(i) Melons in crates.

(ii) Bruising of lettuce in layers in crates.

(5) Bruising, chafing, or breakage of contents, caused by lack of proper protective materials, such as:

(i) Liners for Northwestern pear boxes.

(ii) Cover pads for peaches, plums, etc.

(iii) Liners for lettuce in crates.

(6) Bruising, chafing, cuts, etc., due to the immaturity or overmaturity of the product such as:

(i) Immature Bermuda or Northern grown onions.

(ii) Ripe peaches in baskets.

(iii) Immature potatoes that may turn brown or under pressure may become flattened or bruised.

(7) Damage that can definitely be attributed to improper original loading of cars, such as:

(i) Bruising and chafing of contents caused by movement of sacks in loosely loaded loads or in loads in which contents become damaged by being in contact with walls of car.

(8) Slackness or disarrangement of contents due to:

(i) Natural shrinkage, decay or other deterioration, such as decay of peaches, grapes, tomatoes, etc.

(ii) Use of insufficient quantities or incorrect sizes of original contents, such as:

(*a*) Bruising, cuts, chafing, etc., caused by movement of contents in slack packs.

(*b*) Using 125 size apples in 100 size pack.

(*c*) Using 7×7 size tomatoes in 6×6 pack.

(9) Damage to contents caused by packing products in containers that are not suited for the purpose for which they are used, such as:

(i) Topped carrots in papernet sacks when top ice is used.

(10) Loss of specimens between unbroken original parts of containers.

§ 51.6005 Bad order contents.

(a) Contents of bad order containers shall include the contents of packages that have not been restored to the same general condition and appearance as the product in original containers which have not been broken, racked, or otherwise damaged, except those described under good order contents.

(b) The following are the more common causes for lowering contents to bad order classification:

(1) Loss of pack ice by careless or improper handling by carrier representatives in unloading or recoopering.

(2) Damage to properly packed protruding or exposed contents, which are ordinarily packed with part of contents protruding or exposed, by improper or careless handling by carrier representatives in unloading or recoopering.

(3) Contents, wraps, or packing material wet or materially stained from bunker ice or leaking roof or on account of being placed on dirty or wet floor of pier or delivery platform.

(4) Bruised, cut, crushed, chafed, or shattered when in excess of that found in the good order containers in the load or lot.

(5) Punctures by nails or other foreign objects resulting from breakage or recoopering.

(6) Packs disarranged account breakage or poorly replaced in recoopering.

(7) One or more specimens short account breakage or recoopering.

(8) Repacked with specimens of different size, variety, or grade than remainder of contents.

(9) Repacked with more or fewer specimens that size marked.

(10) Badly disarranged or torn wrappers in repacked wrapped products.

(11) Slack pack account repacking.

(12) Cinder dust or other similar material which appreciably mars the appearance.

(13) Dirty specimens or foreign material included with repacked contents.

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FINDING AIDS

A list of CFR titles, subtitles, chapters, subchapters and parts and an alphabetical list of agencies publishing in the CFR are included in the CFR Index and Finding Aids volume to the Code of Federal Regulations which is published separately and revised annually.

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The Director of the Federal Register has approved under 5 U.S.C. 552(a) and 1 CFR Part 51 the incorporation by reference of the following publications. For more information on incorporation by reference, see the preliminary pages of this volume.

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AGRICULTURAL MARKETING SERVICE, DEPARTMENT OF AGRICULTURE

7 CFR

Munsell Color Co.
2411 North Calvert St., Baltimore, MD 21218
USDA Walnut Color Chart: (Shelled Walnuts), (Walnuts in the Shell) ... 51.2276; 51.2946

State of Arizona, Arizona Commission of Agriculture and Horticulture
2720 West Weldon, Phoenix, AZ 85007
Arizona Official Compilation of Administrative Rules and Regulations, 1982 ed., Title 3, Chapter 7, Article 1, Section R3-7-104, Subsection 7. 51.887(a)

State of California, Department of Food and Agriculture
1220 N Street, Sacramento, CA 95814
Administrative Code of California, 1981 ed., Title 3, Group 4, Article 25 51.887(a)

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47 Authority citation correctly added	59470
47.5 Revised	30787
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47.47—47.68 Revised	30788
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46.4 (b)(1) and (4) revised	50575
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46.9 (h) revised	50576
46.13 Revised	50576
46.14 (b) revised	50576
46.17 Revised	50576
46.43 (ii) added	50576

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46.6 Revised	81529
47.26—47.43 Removed	59298
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46.45 (e) added	22746
47.47 (d) revised	51594
51 Redesignated from 2851 and nomenclature changes	6[illegible]
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46.6 Revised	47802
46.14 OMB number	745
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46.45 (c)(1)(iii), (d) introductory text, (2), and (e) introductory test and (6) revised	21234
47.15 (a) revised	21234
47.20 (b) revised	21234
51.38 Revised	43661
51.2335—51.2340 (Subpart) Added	34513
51.3521 Revised; footnote 1 temporary, eff. to 9-1-83	43943
51.3522 Revised; footnote 1 temporary, eff. to 9-1-83	43943
51.4240—51.4247 (Subpart) Added	9186

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51.882 (i)(1)(ii) revised	19350
51.884 (i)(1)(i) revised	19350
51.887 Revised	19350
51.3310 (a)(1) revised	26751
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51.3312 (a)(2)(i) and (ii) revised	26751
51.3313 (a)(2)(i) and (ii) revised	26752
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51.3611 (a) and (b) revised	40510
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51.4051 (a) introductory text revised; eff. 1-6-84	54807
51.4052 (a) introductory text revised; eff. 1-6-84	54807

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46.46 Added	45740
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51.62 Added (OMB number)	23826
51.4140—51.4145 (Subpart) Revised	26707
51.4146—51.4157 Removed	26706

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46.47 Undesignated center heading correctly added	428
51 Authority citation corrected	37163
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51.2337 (a) revised; interim	40186
51.2338 (d) revised; interim	40186
51.2339 Amended; interim	40186
51.2341 Added; interim	40186
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51.3199 (a) revised	7032
51.3855—51.3863 (Subpart) Revised	36041
51.3855 Correctly designated	37163